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CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 376594 7974223

AUTHORIZATION :

[Handwritten signature]

COST LIMIT : \$ 70.00

ORDER DATE : November 13, 2014

ORDER TIME : 10:28 AM

ORDER NO. : 376594-010

CUSTOMER NO: 7974223

ARTICLES OF MERGER

GAMMA CONSULTING, INC.

INTO

STRENTA FAMILY OFFICE
SERVICES, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS: _____

EFFECTIVE DATE

1-1-15

Execution Version

ARTICLES OF MERGER
OF
GAMMA CONSULTING INC.
WITH AND INTO
STRENTA FAMILY OFFICE SERVICES, INC.

The following Articles of Merger are being submitted in accordance with Sections 607.1104 and 607.1105 of the Florida Business Corporation Act (the "FBCA").

FIRST: The name and jurisdiction of the surviving corporation is Strenta Family Office Services, Inc., a Delaware corporation ("Parent").

SECOND: The name and jurisdiction of the merging corporation is Gamma Consulting Inc., a Florida corporation ("Subsidiary").

THIRD: The Agreement and Plan of Merger, which is attached to these Articles of Merger as Exhibit A, was duly adopted by the Parent's board of directors on November 5, 2014 in accordance with Section 607.1104(1)(a) of the FBCA. The Agreement and Plan of Merger provides for the merger of Subsidiary with and into Parent (the "Merger"). The surviving corporation in the Merger is Parent.

FOURTH: The Merger shall become effective at 12:00 am on January 1, 2015.

FIFTH: Pursuant to Section 607.1104(1)(a) of the FBCA, shareholder approval of the Merger was not required to properly effect the Merger under the FBCA.

SIXTH: Pursuant to Section 607.1104(2) of the FBCA, Parent, as the sole shareholder of Subsidiary, duly waived the mailing requirement of Section 607.1104(2) of the FBCA.

[Signature Page follows]

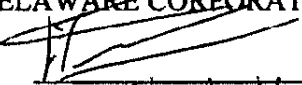
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IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed effective as of November 5, 2014.

Surviving Entity:

STRENTA FAMILY OFFICE SERVICES, INC.,
A DELAWARE CORPORATION

By:


Name: Eduardo Noguera
Title: Director

Merging Entity:

GAMMA CONSULTING, INC.,
A FLORIDA CORPORATION

By:



Name: Melissa Alvord
Title: COO

Exhibit A
Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of November 5, 2014 (this "Agreement"), by and between Strenta Family Office Services, Inc., a Delaware corporation ("Parent") and Gamma Consulting, Inc., a Florida corporation ("Gamma").

WITNESSETH:

WHEREAS, Parent is the owner of all the issued and outstanding shares of common stock of Gamma;

WHEREAS, Parent desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of Gamma by means of a merger of Gamma with and into Parent (the "Merger");

WHEREAS, the respective Boards of Directors of Parent and Gamma have each determined that the Merger is advisable and in the best interests of their respective stockholders, and such Boards of Directors have approved the Merger, upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, Parent and Gamma now desire to effect the Merger.

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined below), Gamma shall be merged with and into Parent, whereupon the separate corporate existence of Gamma shall cease and Parent shall be the surviving corporation (the "Surviving Corporation") under the name Strenta Family Office Services, Inc. The Merger shall have the effects specified in the Delaware General Corporation Law (the "DGCL") and the Florida Business Corporation Act ("FBCA"). Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all the property, rights, personnel, privileges, powers and franchises of Parent and Gamma shall vest in the Surviving Corporation, and all debts, liabilities and duties of Parent and Gamma shall become the debts, liabilities and duties of the Surviving Corporation.

(b) Parent shall cause the Merger to be consummated by filing a certificate of ownership and merger with the Secretary of State of the State of Delaware and articles of merger with the Department of State of the State of Florida (collectively, the "Certificates of Merger") in such form as is required by, and executed in accordance with the relevant provisions of, the DGCL and the FBCA, respectively. The Merger shall become effective at such time as is specified in the Certificates of Merger (the "Effective Time").

1.2 Effect on Capital Stock; Cancellation of Gamma Shares. At the Effective Time, by virtue of the Merger and without any action on the part of Parent or Gamma, all of the issued

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and outstanding shares of Gamma, excluding any dissenting shares, shall from and after the Effective Time no longer be outstanding and shall be canceled without payment of any consideration therefor and shall cease to exist. Parent, as the holder of all of the outstanding shares of Gamma, shall cease to have any rights with respect to such shares.

1.3 Dissenting Shares. Shareholders of Gamma who, except for the applicability of Section 607.1104 of the FBCA, would be entitled to vote and who dissent from the Merger pursuant to Section 607.1321 of the FBCA, are entitled, upon compliance with the provisions of the FBCA regarding appraisal rights, to be paid the fair value of their shares.

ARTICLE II

THE SURVIVING CORPORATION

2.1 Certificate of Incorporation and Bylaws. The certificate of incorporation of Parent as in effect immediately prior to the Effective Time shall be the certificate of incorporation of Surviving Corporation upon and after the Effective Time, unless and until thereafter duly amended in accordance with the terms thereof and the DGCL. The bylaws of Parent as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation, unless and until thereafter duly amended in accordance with the terms thereof, the certificate of incorporation and the DGCL.

2.2 Directors and Officers. The directors of Parent immediately prior to the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation, in each case until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's certificate of incorporation and bylaws. The officers of Gamma immediately prior to the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation, in each case until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's certificate of incorporation and bylaws.

ARTICLE III

MISCELLANEOUS

3.1 Amendments; No Waivers. Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of Parent and Gamma at any time prior to the Effective Time with respect to any of the terms contained herein.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

3.2 Entire Agreement. This Agreement constitutes the entire agreement of the parties to this Agreement with respect to the subject matter of this Agreement, and supersedes all prior agreements and undertakings, both written and oral, among the parties to this Agreement with respect to the subject matter of this Agreement, except as otherwise expressly provided in this Agreement.

3.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party.

3.4 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties to this Agreement (whether by operation of law or otherwise) without the prior written consent of the other parties to this Agreement, and any purported assignment or other transfer without such consent shall be void and unenforceable. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and assigns.

3.5 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.

3.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.


[Remainder of Page Intentionally Left Blank]

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IN WITNESS WHEREOF, Strenta Family Office Services, Inc. and Gamma Consulting Inc. have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

STRENTA FAMILY OFFICE SERVICES, INC.,
A DELAWARE CORPORATION

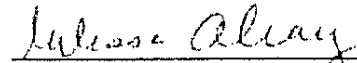
By:



Name: Eduardo Noyera
Title: Director

GAMMA CONSULTING, INC.,
A FLORIDA CORPORATION

By:



Name: Melissa Alvarez
Title: COO

**WAIVER OF MAILING REQUIREMENT
PURSUANT TO SECTION 607.1104(2) OF THE
FLORIDA BUSINESS CORPORATION ACT**

November 5, 2014

WHEREAS, Strenta Family Office Services, Inc., a Delaware corporation ("Parent"), desires to merge its wholly-owned subsidiary Gamma Consulting Inc., a Florida corporation ("Subsidiary") with and into itself (the "Merger"), with Parent being the surviving corporation following the Merger;

WHEREAS, Parent has authorized the filing of articles of merger with the Department of State of the State of Florida (the "Articles of Merger") and the Agreement and Plan of Merger attached thereto (the "Plan of Merger") with respect to the Merger;

WHEREAS, pursuant to Section 607.1104(2) of the Florida Business Corporation Act ("FBCA"), Parent is required to mail a copy or summary of the Plan of Merger to each shareholder of Subsidiary who does not waive this requirement in writing; and

WHEREAS, Parent is the sole shareholder of Subsidiary and has determined that it is in the best interest of Parent and its shareholders to waive the mailing requirement in Section 607.1104(2) of the FBCA with respect to the Merger.

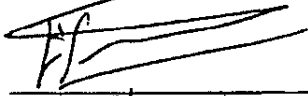
NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, Parent hereby waives the mailing requirement in Section 607.1104(2) of the FBCA with respect to the Merger.

[Signature Page follows]

IN WITNESS WHEREOF, Strenta Family Office Services, Inc. has caused this waiver to be executed as of the date first written above by an officer thereunto duly authorized.

STRENTA FAMILY OFFICE SERVICES, INC.,
A DELAWARE CORPORATION

By:


Name: Eduardo Noguera
Title: Director