

Division of Corporations

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**MERGER OR SHARE EXCHANGE AW PROPERTY
-APPLEFIELD WAXMAN, INC. SERVICES, LLC**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Certificate of Merger of

Applefield Waxman, Inc.,
(a Florida corporation)

and

AW Property Services, LLC,
(a Florida limited liability company)

As of January 1, 2011

The following Articles of Merger are being submitted in accordance with Sections 607.1108 and 608.438, Florida Statutes:

First: The exact name, street address of its principal office, jurisdiction and entity type for each merging party are as follow:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Applefield Waxman, Inc. 2801 PGA Boulevard Suite 220 Palm Beach Gardens, FL 33410	Florida	Corporation
Florida Document Number: P02000055172		FEI Number: 820544897
AW Property Services, LLC 2801 PGA Boulevard Suite 220 Palm Beach Gardens, FL 33410	Florida	Limited Liability Company
Florida Document Number: LD5000053884		FEI Number: 680610433

Second: The exact name, street address of its principal office, jurisdiction and entity type of the surviving party are as follows:

AW Property Services, LLC 2801 PGA Boulevard Suite 220 Palm Beach Gardens, FL 33410	Florida	Limited Liability Company
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Third: The attached Agreement and Plan of Merger meets the requirements of Section 607.1108, Florida Statutes, and was approved by the shareholders and directors of the corporation that is a party to the merger. The attached Agreement and

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Plan of merger also meets the requirements of Section 608.438, Florida Statutes, and was approved by the members and managing members of the limited liability company that is a party to the merger.

Fourth: The merger is permitted under the laws of the State of Florida and is not prohibited by the articles or incorporation or articles of organization of any corporation or limited liability company that is a party to the merger.

Fifth: The effective date of the merger shall be the date on which these Articles of Merger are filed with the Secretary of State of the State of Florida.

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IN WITNESS WHEREOF, the undersigned have executed and delivered these Articles of Merger as of the date first written above.

Applefield Waxman, Inc., a Florida corporation

By: 

Brian K. Waxman, President

AW Property Services, LLC, a Florida limited liability company

By: 

Brian K. Waxman, Managing Member

By: 

Peter J. Applefield, Managing Member

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SECRETARY OF STATE
TALLAHASSEE, FLORIDAAgreement and Plan of Merger

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of January 1, 2011, by and between Applefield Waxman, Inc., a Florida corporation ("AW") and AW Property Services, LLC, a Florida limited liability company ("AW Property," and together with AW, the "Constituent Companies").

Recitals:

A. AW is a corporation duly organized and existing under the laws of the State of Florida.

B. AW Property is a limited liability company duly organized and existing under the laws of the State of Florida and, on the date hereof, its managing members are Brian K. Waxman and Peter Applefield.

D. The shareholders and directors of AW and the members and managing members of AW Property deem it advisable and to the advantage of the Constituent Companies and their respective stakeholders that AW be merged with and into AW Property.

E. Each of the Constituent Companies has, subject to approval by AW's shareholders and directors, and AW Property's member and managing members, adopted the Plan of Merger embodied in this Agreement.

Agreement:

In consideration of the foregoing recitals, the mutual promises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree, as follows:

1. The Merger.

1.1 The Merger.

Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), AW shall be merged with and into AW Property in accordance with the applicable laws of the State of Florida (the "Merger"). The separate existence of AW shall cease, and AW Property shall be the surviving limited liability company (the "Surviving Company") and shall be governed by the laws of the State of Florida.

1.2 Effective Date.

The Merger shall become effective on the date and at the time of filing of those certain Articles of Merger, substantially in the form to which this Agreement is attached, with the Secretary of State of the State of Florida (the "Effective Date"), all after satisfaction of the requirements of the applicable laws of said State prerequisite to such filings, including without limitation the approval of the applicable stakeholders of the Constituent Companies.

1.3 Articles of Organization.

On the Effective Date, the Articles of Organization of AW Property, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Articles of Organization of the Surviving Company.

1.4 Operating Agreement.

On the Effective Date, the Operating Agreement of AW Property, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Operating Agreement of the Surviving Company.

1.5 Managing Members.

The Managing Members of AW Property immediately prior to the Effective Date shall be the managing members of the Surviving Company, until their successors shall have been duly elected or appointed or until otherwise provided by law, the Articles of Organization or the Operating Agreement of the Surviving Company.

2. Conversion of Interest of Merged Entities.

2.1 AW Partnership Interests.

Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, the issued and outstanding shares of common stock of AW shall be changed and converted into membership interests of the Surviving Company (the "Survivor Interests").

2.2 Exchange of Certificates.

Each person who becomes entitled to receive Survivor Interests by virtue of the Merger shall be entitled to receive from the Surviving Company, as promptly as practicable after the Effective Time, a certificate or certificates representing the Survivor Interests to which such person is entitled as provided herein.

3. Effect of the Merger.

3.1 Rights, Privileges, Etc.

On the Effective Date of the Merger, the Surviving Company, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of AW; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to AW on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Company without further act or deed; title to any real estate, or any interest therein vested in AW shall not revert or in any way be impaired by reason of this merger; and all of the rights of creditors of AW shall be preserved unimpaired, and all liens upon the property of AW shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective entities shall thenceforth remain with or be attached to, as the case may be, the Surviving Company and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

3.2 Further Assurances.

From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of AW such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Company the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of AW and otherwise to carry out the purposes of this Agreement, and the managing members of the Surviving Company are fully authorized in the name and on behalf of AW to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4. General.

4.1 Abandonment.

At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the shareholders or directors of AW, the managing members of AW Property, or any of them, notwithstanding the approval of this Agreement by the stakeholders of AW and AW Property.

4.2 Amendment.

At any time prior to the Effective Date, this Agreement may be amended or modified in writing by either the President of AW or the managing members of AW Property; provided, however, that an amendment made subsequent to the adoption of this Agreement by the stakeholders of any Constituent Company shall not alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the rights of the stakeholders of such Constituent Company.

4.3 Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

4.4 Counterparts.

In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement and Plan of Merger as of the date and year first written above.

"AW"

Applefield Waxman, Inc., a Florida corporation

By: 
Brian K. Waxman, President

"AW Property"

AW Property Services, LLC, a Florida limited liability company

By: 
Brian K. Waxman, Managing Member

By: 
Peter d. Applefield, Managing Member

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