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Florida Department of State  
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**07-31-10**

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**MERGER OR SHARE EXCHANGE**  
**REALEAR, INC.**

Certificate of Status	0
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TALLAHASSEE, FLORIDA

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**C.COULLIETTE**

JUL 29 2010

**EXAMINER**

## ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Realear, Inc.	Florida	P07000021391

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
MicBro Hearing Aid Center Inc.	Florida	P98000025141

**EFFECTIVE DATE**  
**07-31-10**

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Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 7 / 31 / 10 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 7/26/2010

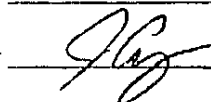
The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 7/26/2010

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

**Seventh: SIGNATURES FOR EACH CORPORATION**Name of CorporationSignature of an Officer or  
DirectorTyped or Printed Name of Individual & TitleRealear, Inc.Joseph Crogan, PresidentMicBro Hearing Aid Center, Inc.Joseph Crogan, President

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of July 26, 2010, is made by and between Realear, Inc., a Florida corporation (the "Corporation") and MicBro Hearing Aid Center Inc., a Florida corporation ("MicBro").

WHEREAS, the Corporation and MicBro (collectively, the "Constituent Corporations") deem it advisable and in the best interests of their respective stockholders that MicBro merge with and into the Corporation pursuant to the terms and conditions of this Agreement and in accordance with the Florida Business Corporation Act, as amended (the "FBCA"); and

WHEREAS, the Board of Directors and Shareholders of the Constituent Corporations approve and authorize the merger of MicBro with and into the Corporation;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Article 1. The Merger.** Upon the terms and subject to the conditions set forth in this Agreement and the FBCA, from and after the Effective Time (defined below): (a) MicBro shall be merged with and into the Corporation as a single corporation and the Corporation shall assume all obligations of MicBro; (b) the Corporation shall continue as the surviving corporation in the Merger (the "Surviving Corporation"); (c) the separate existence of MicBro shall cease; and (d) the existence of the Surviving Corporation shall continue unaffected and unimpaired, with all the rights, privileges, immunities, and powers, and subject to all the duties and liabilities, of a corporation organized under the FBCA (the "Merger"). The Merger shall have the effects set forth in this Agreement and in Section 607.1106 of the FBCA.

### **Article 2. Effect of the Merger.**

**2.1. The Effective Time.** The Merger shall become effective upon the later of the filing of the Articles of Merger with the Florida Department of State, Division of Corporations or July 31, 2010 (the "Effective Time").

**2.2 Effect of the Merger.** At the Effective Time, all the property, rights, privileges, powers and franchises of MicBro shall vest in the Surviving Corporation and all debts, liabilities, obligations, restrictions, disabilities and duties of MicBro shall become debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

**Article 3. Capital Stock.** At the Effective Time, by virtue of the Merger, (a) each issued and outstanding share of common stock of MicBro, no par value per share, that is owned immediately prior to the Effective Time shall automatically be cancelled and retired and

shall cease to exist, and no cash, stock or other consideration shall be delivered or deliverable in exchange therefore; and (b) each issued and outstanding share of common stock of the Corporation, par value \$1.00 per share, issued and outstanding immediately prior to the Effective Time shall remain outstanding, and shall represent one (1) share of validly issued, fully paid and non-assessable share of common stock of the Surviving Corporation, par value \$1.00 per share.

**Article 4. Articles of Incorporation and Bylaws.** The Articles of Incorporation of the Corporation existing immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation immediately following the Effective Time until the same shall be amended in the manner provided in the FBCA. The Bylaws of the Corporation existing immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation immediately following the Effective Time until the same shall be amended in the manner provided therein and in the FBCA.

**Article 5. Directors and Officers.** The directors and officers of Corporation immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation immediately following the Effective Time until their respective successors are elected or appointed and qualified in the manner provided in the FBCA and the Bylaws.

**Article 6. Amendment and Termination.** At any time prior to the Effective Time, this Agreement may be amended in accordance with the FBCA. At any time prior to the Effective Time and the filing of the Articles of Merger, this Agreement may be terminated and the Merger abandoned in accordance with the FBCA.

**Article 7. Further Assurances.** If at any time or from time to time the Surviving Corporation shall determine or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Corporation, or perfect its title to, any property or rights of MicBro, the members, managers or officers of MicBro shall execute, make, and deliver, without further consideration, all such proper assignments and assurances in law, and do all other things necessary or desirable, to vest or perfect title to such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

**Article 8. Dissenter and Appraisal Rights.** Any shareholder of the Corporation who, would be entitled to vote and who dissent from the merger pursuant to Section 607.1321 of the FBCA, may be entitled, if they comply with the provisions of the FBCA regarding appraisal rights, to be paid the fair value of their shares.

**Article 9. Miscellaneous.**

**9.1 Governing Law.** This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of Florida, without regard to the conflicts of law principles thereof.

9.2 Entire Agreement. This Agreement and each other document executed by the parties pursuant to this Agreement or referenced herein constitute a complete and exclusive statement of the entire understanding and agreement of the parties with respect to the respective subject matter hereof, and supersedes all other prior agreements and understandings, written or oral, relating to such subject matter between the parties.

9.3 References and Headings. References in this Agreement to sections are to sections of this Agreement. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

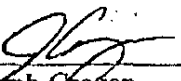
\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the day and year first above written.

REALEAR, INC., a Florida corporation

  
\_\_\_\_\_  
By: Joseph Crogan  
Its: President

MICBRO HEARING AID CENTER INC., a  
Florida corporation

  
\_\_\_\_\_  
By: Joseph Crogan  
Its: President