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Florida Department of State
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MERGER OR SHARE EXCHANGE
REALEAR, INC.

Certificate of Status	0
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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LO2-12631
MAR 29 2011

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Articles of Merger
For
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, 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>
Audiology Professionals, Inc.	FL	Profit Corporation
Mason Enterprises LLC	FL	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>
Realear, Inc.	FL	Profit 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:

March 31, 2011


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:

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

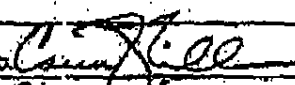
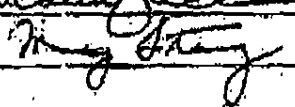
Name of Entity/Organization:	Signature(s)	Typed or Printed Name of Individual:
Realear, Inc.		Lawrence W. Smith, President
Audiology Professionals, Inc.		Carrie Tillman, Vice President
Mason Enterprises LLC		Mary S. Stawikay, Manager

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: \$35.00 Per Party

Certified Copy (optional): \$8.75

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Resear, Inc.		Lawrence W. Smith, President
Audiology Professionals, Inc.		Garita Tillman, Vice President
Mason Enterprises LLC		Mary S. Stawkey, Manager

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: \$35.00 Per Party

Certified Copy (optional): \$8.75

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of March 16, 2011, is made by and between Realear, Inc., a Florida corporation (the "Corporation"), Audiology Professionals, Inc., a Florida corporation ("Audiology Professionals") and Mason Enterprises LLC, a Florida limited liability company ("Mason Enterprises").

WHEREAS, the Corporation, Audiology Professionals and Mason Enterprises (collectively, the "Constituent Corporations") deem it advisable and in the best interests of their respective stockholders and Members that Audiology Professionals and Mason Enterprises 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 the Florida Limited Liability Company Act, as amended (the "FLLCA"); and

WHEREAS, the Board of Directors, Shareholders and Members of the Constituent Corporations approve and authorize the merger of Audiology Professionals and Mason Enterprises 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, the FBCA and the FLLCA, from and after the Effective Time (defined below): (a) Audiology Professionals and Mason Enterprises shall be merged with and into the Corporation as a single corporation and the Corporation shall assume all obligations of Audiology Professionals and Mason Enterprises; (b) the Corporation shall continue as the surviving corporation in the Merger (the "Surviving Corporation"); (c) the separate existence of Audiology Professionals and Mason Enterprises 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 607.11101 of the FBCA and Section 608.4383 of the FLLCA.

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 March 31, 2011 (the "Effective Time").

2.2 Effect of the Merger. At the Effective Time, all the property, rights, privileges, powers and franchises of Audiology Professionals and Mason Enterprises shall vest in the Surviving Corporation and all debts, liabilities, obligations, restrictions, disabilities and duties of Audiology Professionals and Mason Enterprises 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 Audiology Professionals, par value \$1.00 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; (b) each issued and outstanding membership interest of Mason Enterprises, 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 (c) 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 Audiology Professionals and/or Mason Enterprises, the members, managers or officers of Audiology Professionals or Mason Enterprises 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 or Audiology Professionals or any member of Mason Enterprises 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 and FLICA 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 any 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.
