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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger

TBrawn 12-1-11

GKW&H

GIBSON, KOHL, WOLFF & HRIC, P.L.
1800 Second Street, Suite 901
Sarasota, Florida 34236

Reply To:
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MICHAEL HRIC
Attorney At Law

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November 23, 2011

VIA FEDERAL EXPRESS

Division of Corporations
Department of State
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: LRWL Incorporated, a Florida corporation/
L. R. Wechsler, LTD, a Virginia corporation

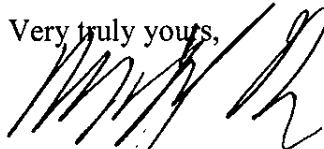
Dear Sir/Madam:

Enclosed please find the original and one (1) copy of the executed Articles and Certificate of Merger for the above-named entity for filing with your office. A copy of the Plan of Merger is attached thereto as **Exhibit "A"**. We have enclosed our check to cover the following fees:

Filing Articles of Merger (\$35.00 each party)	\$70.00
Certified copy of Articles of Merger	<u>52.50</u>
	\$122.50

As indicated, LRWL Incorporated, a Florida corporation is the surviving entity. Kindly forward to the undersigned the certified copy of the Articles and Certificate of Merger as filed, at your earliest convenience. Should you have any questions, please do not hesitate to contact our office. Thank you for your assistance in this matter.

Very truly yours,



Michael Hric

MH/sam
Enclosures

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES AND CERTIFICATE OF MERGER

Pursuant to Section 607.1101 of the Florida Business Corporation Act, LRWL INCORPORATED, a corporation organized and existing under the laws of the State of Florida (hereinafter referred to as ("LRWL")) and L. R. WECHSLER, LTD., a corporation organized and existing under the laws of the Commonwealth of Virginia (hereinafter referred to as ("LRLTD")), both hereby adopt the following Agreement and Plan of Merger for the express purpose of the merger of LRWL and LRLTD with LRWL to survive the merger contemplated herein.

ARTICLE I

The Agreement and Plan of Merger dated November 1, 2011, by and between LRWL and LRLTD, duly executed by the President and Secretary of each Corporation, was unanimously adopted by the Board of Directors and unanimously consented to and approved by the Shareholders of LRWL on November 1, 2011 and by the Board of Directors and Shareholders of LRLTD on November 1, 2011. The aforementioned Plan of Merger has been approved in accordance with the procedures outlined in Chapter 607, Florida Statutes and all applicable provisions of the Code of Virginia by each domestic corporation or other business entity that is a party to this merger in accordance with the applicable laws of the government jurisdiction in which such entity is formed or organized.

ARTICLE II

The Articles of Incorporation of LRWL, as previously filed with the Department of State for the State of Florida, shall continue in full force and effect as so filed and shall not be changed, modified or amended in any manner due to the merger in contemplated herein.

ARTICLE III

This merger is permitted under both Florida law and Virginia law. LRWL and LRLTD intended that the separate corporation existence of LRLTD, a corporation formed under the law of the Commonwealth of Virginia, be cancelled upon the effective date of the merger.

ARTICLE IV

The Agreement and Plan of Merger is attached as **Exhibit "A"** and incorporated by reference as if fully set forth herein.

ARTICLE V

The effective date and time of the Merger shall be as provided by applicable law and the Plan of Merger.

IN WITNESS WHEREOF, the parties to these Articles and Certificate of Merger have caused them to be duly executed by their respective authorized officers.

LRWL INCORPORATED,
a Florida corporation

ATTEST:

By: Marysue J. Wechsler
Marysue J. Wechsler
As Secretary

By: Leon R. Wechsler
Leon R. Wechsler
As President

L. R. WECHSLER, LTD.,
a Virginia Corporation

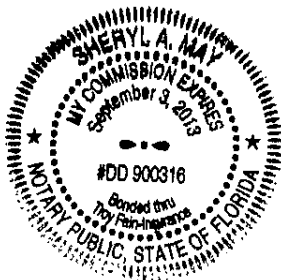
ATTEST:

By: Marysue J. Wechsler
Marysue J. Wechsler
As Secretary

By: Leon R. Wechsler
Leon R. Wechsler
As President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 16th day of November, 2011, by LEON R. WECHSLER, as President of LRWL INCORPORATED, a Florida corporation, and by LEON R. WECHSLER, as President of L. R. WECHSLER, LTD., a Virginia Corporation, [X] who is personally known to me or [] produced _____ for valid identification.



Sheryl A. May
NOTARY PUBLIC
Name Printed: Sheryl A. May
My Commission Expires: 9/3/2013
Commission No.: DD 900316

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER made this 16th day of November, 2011, by and between **LRWL INCORPORATED**, a corporation organized under the laws of the State of Florida, (hereinafter referred to "LRWL") and **L. R. WECHSLER, LTD.**, a corporation organized under the laws of the Commonwealth of Virginia, (hereinafter referred to as "LRLTD".)

W I T N E S S E T H :

WHEREAS, the Board of Directors of both LRWL and LRLTD, respectively, deem it advisable and generally to the welfare of each Corporation and their respective Shareholders that LRLTD merge into LRWL under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the Florida Business Corporation Law and the corporate law as now existing and in force in the Commonwealth of Virginia under the Code of Virginia.

NOW, THEREFORE, in consideration of the premises and mutual agreements, provisions, representations, covenants and other provisions hereinafter contained, it is agreed by and between the parties hereto as follows:

1. **Reorganization.** LRLTD shall be and it hereby is merged into LRWL. Hereinafter, the reorganization shall be referred to as the "merger".

2. **Surviving Corporation** LRWL shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Florida. The separate existence of LRLTD shall cease on the Effective Date of merger except as may be required to be continued by law or in order to carry out the purposes of this Agreement or windup its separate affairs.

3. **Authorized Capital.** The authorized capital stock of LRWL following the Effective Date, as provided in its Articles of Incorporation, shall continue as reflected in its Articles of Incorporation on the date hereof and each authorized share shall continue to have its stated par value, if any.

4. **Certificate of Articles.** The purpose, the registered agent, the address of the registered office, number of Directors and the capital stock of LRWL shall remain as appears in the Articles of Incorporation as on file with the office of the Secretary of State of the State of Florida on the date of this Agreement until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Incorporation herein upon any Shareholder or Director or officer of or upon any other person whomsoever are subject to this reserve power. The terms and provisions of the Articles of Incorporation are incorporated in this Agreement.

5. **Bylaws.** The Bylaws of LRWL at the effective time of the merger shall be the Bylaws of the surviving corporation, unless and until the same shall be amended or repealed in accordance with the provisions thereof.

6. **Board of Directors.** The sole members of the Board of Directors of LRWL on the Effective Date of the merger shall be Marysue J. Wechsler and Leon R. Wechsler the sole members of the Board of Directors immediately prior to said Merger Date. Marysue J. Wechsler and Leon R. Wechsler shall serve as Secretary and President respectively, for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified. If, on the Effective Date of the merger, any vacancy exists on the Board of Directors of LRLTD, that vacancy may be filled in the manner provided in the Bylaws of LRWL.

7. **Manner of Conversion.** At the effective time of the merger, and without any action on the part of any holder thereof, each one (1) full share of Common Stock of LRLTD exclusive of shares held in treasury, if any, shall be converted into and become one (1) share of Common Stock, exclusive of fractional shares held in the treasury, of LRWL. Each fractional share of Common Stock of LRLTD shall be converted into and become an equivalent fractional share of Common Stock of LRWL. The foregoing conversion is based upon the estimated value of each corporation which is a party hereto and the contractual obligation and responsibility of each Shareholder to all other Shareholders of the corporate entities a party to this Agreement.

8. **Rights of Shareholders.** On and after the Effective Date of merger, each holder of a certificate or certificates which theretofore represented shares of Common Stock of LRLTD to have any rights as a Shareholder of LRLTD except such as expressly reserved to such Shareholders by statute, and each outstanding certificate which heretofore represented shares of Common Stock of LRLTD shall, for all purposes, represent the requisite number of shares of Common Stock of LRWL, as provided in Paragraph 7 above. On and after the Effective Date of merger, any holder of a certificate or certificates which thereto fore represented shares of Common Stock of LRLTD may, but shall not be required to, surrender the same to the Transfer Agent of LRWL and shall thereupon be entitled to receive, in exchange therefor, a certificate or certificates representing the requisite number of shares of Common Stock of LRWL into which the shares of Common Stock of LRLTD theretofore represented by such certificate or certificates shall have been converted as provided in Paragraph 7 above. The foregoing shall include the rights of dissent with respect to the merger as may be provided under applicable law.

9. **Right and Liabilities of Surviving Corporation.** At and after the effective time of the merger, LRWL shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Corporation; all debts due to either of said Corporations, on whatever account, shall be vested in LRWL as they were of the respective Corporations; all rights of creditors and all liens upon any property of either of said Corporation shall be preserved unimpaired, limited in-lien to the property affected by such lien at the effective time of the merger; a all debts, liabilities and duties of the respective corporations shall thenceforth attach to LRLTD and may be enforced against it to the extent as if such debts, liabilities and duties have been incurred or contracted by it; and LRLTD shall indemnify and hold harmless the officers and Directors of each of the corporations against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

10. **Further Assurance of Title.** As and when requested by LRWL or by its successors or assigns, LRLTD will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take, or cause to be taken, all such further actions as LRWL may deem necessary or desirable in order to vest in and confirm to LRWL title to the possessions of any property of LRLTD acquired by reason or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and Directors of LRWL and the officers and Directors of LRLTD are fully authorized in the name of LRWL or otherwise to take any and all such action. As and when requested by the present Shareholders of LRWL, the Board of Directors and officers of LRLTD in the name of and on behalf of LRLTD agree to take such action or execute and deliver such documents or instruments to the Shareholder of LRWL as said Shareholders may deem necessary or appropriate to carry out and effect this Agreement and Plan of Reorganization.

11. **Director/Shareholder Approvals.** This agreement has been submitted to the Directors and Shareholders at LRWL for their consent and approval in accordance with the Florida Business Corporation Act on November 1, 2011 and was approved and adopted unanimously. This Agreement has been submitted to the Directors and Shareholders of LRLTD for their consent and approval in accordance with corporate law now existing and in force in the Commonwealth of Virginia on November 1, 2011 and was approved and adopted unanimously. The fact that this Agreement has been adopted and approved as above provided shall be certified by the respective corporate secretaries and this Agreement and appropriate Articles of Merger shall be signed, acknowledged and filed pursuant to the laws of the State of Florida and the Commonwealth of Virginia.

12. **Effective Date and Time of Merger.** The merger of LRLTD into LRWL shall become effective upon filing this instrument and a related Certificate and Articles of Merger the Florida Department of State and the Virginia Commission of Corporations.

13. **Plan of Reorganization.** This Agreement and Plan or Reorganization constitutes a Plan or Reorganization to be carried out in the manner, and on the terms, and subject to the conditions set forth herein, and is intended by the parties to qualify as a reorganization described in an contemplated by Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

14. **Termination.** This Agreement and Plan or Reorganization may be terminated and abandoned by action of the Board of Directors of LRLTD or LRWL at any time prior to the Effective Date, whether before or after any approval which may be required by the Shareholders of the two corporate parties hereto.

15. **Entire Agreement.** This Agreement embodied the entire agreement between the parties hereto. There have been and are not agreements, covenants, representations or warranties between the parties other than those expressly state or expressly proved for in this Agreement.

16. **Successors.** This Agreement shall inure to the benefit of and be binding upon LRLTD and LRWL and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any right or remedy upon or by reason of this Agreement.

17. **Subsidiaries.** Each corporation a party hereto represents and warrants to the other that it has no subsidiary of any kind or nature.

18. **Law.** This Agreement and Plan or Reorganization shall be interpreted in accordance with the laws of the State of Florida without regard to its conflict of laws provisions.

IN WITNESS WHEREOF, each of the corporate parties hereto, pursuant to authority duly granted by the Board of Directors has caused this Agreement and Plan or Reorganization to be executed by the President and Secretary of each respective party and its corporate seal to be hereunto affixed.

ATTEST:

By: Marysue J. Wechsler
Print Name: Marysue J. Wechsler
As: Secretary

LRWL INCORPORATED,
a Florida corporation
By: Leon R. Wechsler
Leon R. Wechsler
As: President

ATTEST:

By: Marysue J. Wechsler
Print Name: Marysue J. Wechsler
As: Secretary

L. R. WECHSLER, LTD,
a Virginia corporation
By: Leon R. Wechsler
Leon R. Wechsler
As: President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 16th day of November, 2010, by LEON R. WECHSLER, as President of LRWL INCORPORATED, a Florida corporation, and by LEON R. WECHSLER, as President of L. R. WECHSLER, LTD, a Virginia corporation, [☒] who is personally known to me or [] who produced _____ for valid identification.



Sheryl A. May
NOTARY PUBLIC
Name Printed: Sheryl A. May
My Commission Expires: 9/3/2013
Commission No.: DD900316