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**MERGER OR SHARE EXCHANGE
CARONIA INVESTMENTS CO.**

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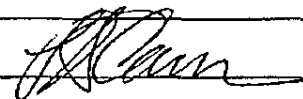
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(Attach additional sheets if necessary)

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Seventh: SIGNATURES FOR EACH CORPORATIONName of CorporationSignature of an Officer or
DirectorTyped or Printed Name of Individual & TitleFLORIDACaronia Investments Co.Leonard S. Caronia, PresidentILLINOISCaronia Investments Co.Leonard S. Caronia, President

PLAN OF MERGER**(Non Subsidiaries)**

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

NameJurisdictionCaronia Investments Co.Florida

Second: The name and jurisdiction of each merging corporation:

NameJurisdictionCaronia Investments Co.Illinois

Third: The terms and conditions of the merger are as follows:

SEE ATTACHED PLAN OF MERGER

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR .

Restated articles are attached:

Other provisions relating to the merger are as follows:

EXHIBIT A

PLAN OF MERGER

THIS PLAN OF MERGER (the "Plan of Merger"), effective as of the 30th day of December, 2011, sets forth the terms of the merger of Caronia Investments Co., an Illinois corporation (the "Merging Corporation") with and into Caronia Investments Co., a Florida corporation (the "Survivor"), pursuant to that certain Agreement and Plan of Merger, dated as of the date hereof, by and among Merging Corporation, Survivor, and the other parties thereto (the "Merger Agreement").

RECITALS

WHEREAS, The authorized capital stock of the Merging Corporation consists of One Hundred (100) shares of common stock, \$1.00 par value, of which 100 shares are issued and outstanding as of the date hereof.

WHEREAS, The authorized capital stock of Survivor consists of One Hundred (100) shares of common stock \$1.00 par value, of which 100 shares are issued and outstanding as of the date hereof.

WHEREAS, pursuant to the Merger Agreement, the Merging Corporation and the Survivor have prepared and are filing with the Florida Secretary of State this Plan of Merger, which contemplates the merger (the "Merger") of the Merging Corporation with and into Survivor upon the terms and conditions provided herein and pursuant to the applicable provisions of the Florida Business Corporation Act ("FBCA").

WHEREAS, The respective Boards of Directors of the Surviving Corporation and the Merging Corporation believe it is in the best interests of each company and the shareholders of each company that the Merging Corporation merge with and into the Surviving Corporation upon the terms and conditions herein provided (the "Merger").

WHEREAS, The respective Boards of Directors and shareholders of the Surviving Corporation and the Merging Corporation have approved this Agreement and Plan of Merger (the "Plan") and have authorized its execution and delivery.

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, and in accordance with the FBCA and for other good and valuable consideration, intending to be legally bound hereby the parties agree as follows:

1. THE MERGER

1.1. The Merger. At the Effective Time (as defined in Section 1.2) and subject to and upon the terms and conditions of this Plan and the applicable provisions the FBCA, the Merging Corporation shall be merged with and into the Surviving Corporation, the separate corporate existence of the Merging Corporation shall cease and the Surviving Corporation shall continue as the surviving corporation.

1.2. Effective Time. The Merger shall become effective at 5:00 p.m. Eastern Standard Time, on December 31, 2011 (the "Effective Time").

1.3. Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the FBCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Merging Corporation shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Merging Corporation shall become the debts, liabilities and duties of the Surviving Corporation.

1.4. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided by law and such Articles of Incorporation.

1.5. Bylaws. The Bylaws of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended.

1.6. Directors and Officers.

(a) The directors of the Surviving Corporation immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

(b) The officers of the Surviving Corporation immediately prior to the Effective Time shall be the officers of the Surviving Corporation, each to hold office in accordance with the Bylaws of the Surviving Corporation.

1.7. Rights and Duties Post Merger. As of the Effective Time, the separate existence of the Merging Corporation and the Surviving Corporation shall cease and the Surviving Corporation, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, power and property as constituted immediately prior to the Effective Time, (ii) shall be subject to all actions previously taken by the Boards of Directors of the Merging Corporation and the Surviving Corporation, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of the Merging Corporation as more fully set forth in Chapter 607.1106 of the FBCA, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Time, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them, all as more fully provided under the applicable provisions of the FBCA.

2. CONVERSION AND CANCELLATION OF STOCK

2.1. Conversion of Merging Companies Capital Stock. All of the capital stock of the Merging Corporation shall, at the Effective Time of the Merger, be automatically cancelled without any further action. The issued shares of the Surviving Corporation shall not be converted in any manner, but each said share which is issued as of the Effective Time of the Merger shall continue to represent one issued share of the Surviving Corporation.

3. GENERAL PROVISIONS

3.1. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of the Merging Corporation such deeds and other instruments, and there shall be taken or caused to be taken by the Surviving Corporation and the Merging Corporation such further and other actions as shall be

appropriate or necessary in order to vest or perfect in or conform of record or otherwise by the Surviving Corporation the title to and possession of all of the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Merging Corporation and otherwise to carry out the purposes of this Plan, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of the Merging Corporation or otherwise to take any and all such action and to execute and to deliver any and all such deeds and other instruments.

3.2. Amendment. Except as is otherwise required by applicable law, after the shareholders of the Merging Corporation approve this Plan, this Plan may be amended by the parties hereto at any time prior to the Effective Time.

3.3. Plan. Executed copies of this Plan shall be on file at the principal place of business of the Surviving Corporation at 601 Orchid Drive, Naples, FL 34102, and copies thereof will be furnished to any shareholder of the Merging Corporation or the Surviving Corporation, upon request and without cost.

3.4. Governing Law. This Plan of Merger shall be construed and interpreted in accordance with the laws of the State of Florida without regard to conflicts of law principles.

3.5. Counterparts. This Plan may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.
