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Florida Department of State
Division of Corporations
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**MERGER OR SHARE EXCHANGE
4 FRONT CONSULTING GROUP, INC.**

Certificate of Status	0
Certified Copy	1
Page Count	13
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13 DEC 30 PM 11:47

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NEW JERSEY STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Merger
DEC 30 2013
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**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>
4 Front Consulting Group, Inc.	Florida	Corporation
JLM Holdings of WNY Corp.	New York	Corporation

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>
4 Front Consulting Group, Inc.	Florida	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.

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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:
December 31, 2013

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:

N/A

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

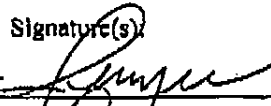
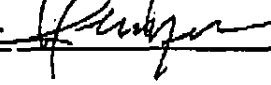
a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

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.

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EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s)	Typed or Printed Name of Individual:
4 Front Consulting Group, Inc.		Jody L. Miller
JLM Holdings of WNY Corp.		Jody L. Miller

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

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PLAN OF MERGER

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>
JLM Holdings of WNY Corp.	New York	Corporation
4 Front Consulting Group, Inc.	Florida	Corporation

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>
4 Front Consulting Group, Inc.	Florida	Corporation

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

Please see attached plan of merger.

(Attach additional sheet if necessary)

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FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

Please see attached plan of merger.

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

Please see attached plan of merger.

(Attach additional sheet if necessary)

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FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

(Attach additional sheet if necessary)

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SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

Please see attached plan of merger.

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

Please see attached plan of merger.

(Attach additional sheet if necessary)

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AGREEMENT AND PLAN OF MERGER

BETWEEN

JLM HOLDINGS OF WNY, CORP.
A NEW YORK CORPORATION

AND

4 FRONT CONSULTING GROUP, INC.
A FLORIDA CORPORATION

This AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of the 23rd day of December, 2013 is made by and between JLM HOLDINGS OF WNY, CORP., a New York corporation ("Merged Company") and 4 FRONT CONSULTING GROUP, INC., a Florida corporation ("4 Front" also known as the "Surviving Entity").

WITNESSETH

WHEREAS, the Board of Directors of 4 Front deems it advisable and in the best interests of 4 Front and its shareholders that JLM Holdings of WNY, Corp. be merged with and into 4 Front as permitted by the Florida statutes 607.1109 or 617.0302 (the "Florida Laws") and the applicable laws of Florida under and pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the Board of Directors of JLM Holdings of WNY, Corp. deems it advisable and in the best interests of Merged Company and its shareholders that Merged Company be merged with and into 4 Front as permitted by the New York Business Corporation Law, Section 907 (the "New York Laws") and the applicable laws of Florida pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, immediately prior to the Effective Time (as hereinafter defined), Merged Company shall have an authorized capitalization consisting of Common Stock, par value \$0.00 per share (the "Merged Company Common Stock"), of which one hundred (100) shares shall be issued and outstanding.

WHEREAS, immediately prior to the Effective Time (as hereinafter defined), 4 Front shall have an authorized capitalization consisting of Common Stock, \$0.00 par value per share (the "4 Front Common Stock"), of which one hundred (100) shares shall be issued and outstanding.

WHEREAS, the shareholders and directors of Merged Company and the shareholders and directors of the Surviving Entity have approved this Agreement at a meeting duly held for this purpose

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NOW THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained and in accordance with the applicable provisions of the Florida Laws and the New York Laws, the parties hereto have agreed and covenanted, and do hereby agree and covenant, as follows:

At the Effective time (as hereinafter defined), the Merged Company shall be merged with and into 4 Front pursuant to the provisions of the Florida statutes 607.1109 or 617.0302 and the New York Laws (the "Merger"), and 4 Front shall be the "Surviving Entity".

The date and hour on which the Merger occurs and becomes effective is hereinafter referred to as the "Effective Time". The Merger shall occur and be effective on the hour and on the date that a Certificate of Merger has been filed with the Secretary of State of the State of New York as provided in the New York Laws, and the Articles of Merger for Florida Profit or Non-Profit Corporation have been filed with the Secretary of State of the State of Florida as provided in the Florida Laws. The shareholders and directors of the Surviving Entity and the shareholders and directors of the Merged Company have all approved this Agreement.

2. Name, Charter, Bylaws, Directors and Officers. From and after the Effective Time:

- 2.1 The name of the Surviving Entity shall be: 4 Front Consulting Group, Inc.
- 2.2 The current Articles of Incorporation of 4 Front shall be the Articles of Incorporation of the Surviving Entity.
- 2.3 The current Bylaws of 4 Front shall be the Bylaws of the Surviving Entity.
- 2.4 The directors and officers of 4 Front at the Effective Time shall be unchanged and remain the directors and officers from and after the Effective Time until the expiration of their current terms and until their successors are elected and qualify, or prior resignation, removal or death, subject to the Articles of Incorporation and Bylaws of the Surviving Entity.

3. Succession. On the Effective Date, 4 Front shall succeed Merged Company in the manner and as more fully set forth in New York Laws and the Florida Laws and specifically as follows:

- (a) The separate corporate existence of Merged Company shall cease, and the Surviving Entity shall possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, liabilities and duties of Merged Company;
- (b) All and singular rights, privileges, powers and franchises of Merged Company and all property, real, personal and mixed, and all debts due to Merged Company on whatever account, as well as for share and note subscriptions and all other things in action or belonging to Merged Company shall be vested in the Surviving Entity.
- (c) All property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Entity as they were of Merged Company, and the title to any real estate vested by deed or otherwise, under the laws of the State of Florida or the State of New York or of any of the other states

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- of the United States, in Merged Company shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of Merged Company shall be preserved unimpaired;
- (d) All debts, liabilities and duties of Merged Company shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it;
 - (e) All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of Merged Company, its shareholders, Board of Directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to Merged Company;
 - (f) The Surviving Entity shall be subject to suit, and the Surviving Entity hereby agrees that it may be sued, in the State of New York for as long as any liability remains outstanding in the State of New York for:
 - (i) any prior obligation of Merged Company; and
 - (ii) any obligation thereafter incurred by the Surviving Entity including any obligation to one or more dissenting Merged Company shareholders;
 - (g) The Surviving Corporation hereby irrevocably appoints the Secretary of the State of New York as its agent to accept service of process in any action for the enforcement of any obligation specified in this Merger Agreement, including taxes, in the same manner as provided in New York Business Corporation Law, Section 901(e);
 - (h) The employees and agents of Merged Company shall become the employees and agents of the Surviving Entity and continue to be entitled to the same rights and benefits which they enjoyed as employees of Merged Company, except to the extent that the laws of the Florida shall preclude or allow greater or lesser such rights and benefits, and as determined from time to time by the Board of Directors of the Surviving Entity.

4. Further Assurances. From time to time, when and as required by the Surviving Entity or its successors and assign, there shall be executed and delivered on behalf of Merged Company such deeds and other instruments, and there shall be taken or caused to be taken by or on behalf of Merged Company such further and other action, as shall be appropriate or necessary to vest, perfect or confirm, of record or otherwise in the Surviving Entity, the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Merged Company, and otherwise to carry out the purposes of this Agreement, and the officers and the directors of the Surviving Entity are fully authorized by and on behalf of Merged Company to take any and all such action to execute and deliver any and all such deeds and other instruments.

5. Stock and Stock Certificates. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof;

- (a) Each share of Merged Company common stock outstanding immediately prior to the Effective Time shall by virtue of the Merger and without any action on the part of the holder

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thereof, be converted share for share, into fully-paid and non-assessable shares of the Surviving Entity as of the Effective Time.

(b) Each share of Merged Company common stock held in treasury immediately prior to the Effective Time shall be cancelled, and no shares of other securities of the Surviving Entity shall be issued in respect thereof.

(c) All of the options and warrants to acquire shares of Common Stock of Merged Company or of Common Stock of the Surviving Entity held by any person shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted, share for share, into options and warrants, respectively of the Surviving Entity.

(d) From and after the Effective Time, all of the outstanding certificates which immediately prior to the Effective Time represented shares of Common Stock of the Surviving Entity shall be deemed for all purposes to evidence ownership of, and to represent, shares of Common Stock, \$0.00 par value per share, of the Surviving Entity into which the shares of the Surviving Entity Common Stock formerly represented by such certificates have been converted as herein provided. The registered owner on the books and records of the Surviving Entity of any such outstanding stock certificates shall, until such certificates shall have been surrendered for transfer or otherwise accounted for to the Surviving Entity have and be able to exercise any voting and other rights with respect to and receive any dividend or other distributions upon the Common Stock, \$0.00 par value per share of the Surviving Entity evidenced by such outstanding certificates as provided.

6. Amendment and Termination. Subject to applicable law, this Agreement may be amended by written agreement of the parties hereto at any time prior to the Effective Time. Subject to applicable law, this Agreement may be terminated by the Board of Directors of 4 Front or the Board of Directors of the Merged Company at any time prior to the Effective Time.

7. Miscellaneous. For the convenience of the parties and to facilitate any filing and recording of this Agreement, any number of counterparts hereof may be executed each of which shall be deemed to be an original of this Agreement but all of which together shall constitute one and the same instrument.

[Signature page follows.]


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IN WITNESS WHEREOF, the parties of this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Board of Directors have caused this Agreement to be executed by the President as of the day and year first above written.


SURVIVING COMPANY:

4 FRONT CONSULTING GROUP, INC

By: 
Its: President

MERGED COMPANY:

JLM HOLDINGS OF WNY, CORP.

By: 
Its: President

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