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Division of Corporations

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*Attention:
Darlene Connell*

effective: 12-31-13

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**MERGER OR SHARE EXCHANGE
CRL REALTY MANAGEMENT, INC.**

Certificate of Status	0
Certified Copy	1
Page Count	01
Estimated Charge	\$78.75

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TALLAHASSEE, FLORIDA

Merger

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12-30-13

**ARTICLES/CERTIFICATE OF MERGER
OF
CRL REALTY MANAGEMENT, INC.
(a New Jersey corporation)
WITH AND INTO
CRL REALTY MANAGEMENT, INC.
(a Florida corporation)**

FILED
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SECRETARY OF STATE
TALLAHASSEE FLORIDA

Pursuant to New Jersey Statutes Section 14A:10-4.1 and Section 607.1109 of the Florida Statutes, these Articles/Certificate of Merger provide as follows:

**ARTICLE I
State of Organization; Surviving Entity**

The name and state of organization of each of the constituent entities of the merger is as follows:

Name	State of Organization
CRL Realty Management, Inc.	New Jersey
CRL Realty Management, Inc.	Florida

CRL Realty Management, Inc., a Florida corporation, shall be the surviving entity.

**ARTICLE II
Plan of Merger**

The Agreement and Plan of Merger is attached hereto as Exhibit A.

**ARTICLE III
Approval of Merger**

The Agreement and Plan of Merger was approved by the sole shareholder of CRL Realty Management, Inc., a New Jersey corporation, in accordance with Title 14A, New Jersey Statutes, on December 23, 2013. The shareholder holds 100 shares, all of which are entitled to vote. All 100 shares were voted for the Agreement and Plan of Merger.

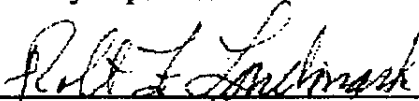
The Agreement and Plan of Merger was approved by the sole shareholder of CRL Realty Management, Inc., a Florida corporation, in accordance with Chapter 607, Florida Statutes, on December 23, 2013. The shareholder holds 100 shares, all of which are entitled to vote. All 100 shares were voted for the Agreement and Plan of Merger.

ARTICLE IV
Effective Time

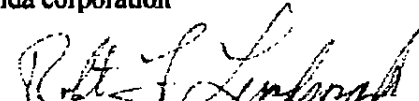
These Articles/Certificate of Merger shall become effective on December 31, 2013, at 11:59 EST.

IN WITNESS WHEREOF, the undersigned authorized representatives of the constituent organizations have caused these Articles of Merger to be executed this 23rd day of December, 2013.

CRL REALTY MANAGEMENT, INC.
a New Jersey corporation

By: 
Name: Robert F. Lindmark
Title: President

CRL REALTY MANAGEMENT, INC.
a Florida corporation

By: 
Name: Robert F. Lindmark
Title: President

12/27/2013 14:41 FAX

004/009

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

This Agreement is dated as of December 23, 2013 (the "*Agreement*"), by and between CRL REALTY MANAGEMENT, INC., a New Jersey corporation (the "*Merging Entity*"), and CRL REALTY MANAGEMENT, INC., a Florida corporation (the "*Surviving Entity*"). The Merging Entity and the Surviving Entity are sometimes collectively referred to herein as the "*Constituent Organizations*."

The Merging Entity and the Surviving Entity desire to effect a merger (the "*Merger*") of the Merging Entity with and into the Surviving Entity as provided in this Agreement. The shareholders of the Merging Entity have approved the Merger and have approved and adopted this Agreement. The shareholders of the Surviving Entity have approved the Merger and have approved and adopted this Agreement. This Agreement sets forth a plan of merger pursuant to the provisions of the Florida Business Corporation Act ("*FBCA*") and the New Jersey Business Corporation Act ("*NJBCA*").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements and conditions set forth herein, the parties hereto do hereby agree as follows:

SECTION 1. TERMS AND CONDITIONS OF MERGER AND MODE OF CARRYING MERGER INTO EFFECT.

(a) At the Effective Time (as defined in Section 5 of this Agreement) of the Merger, the Merging Entity shall merge into the Surviving Entity.

(b) Pursuant to the Merger, the articles of incorporation of the Surviving Entity and the bylaws of the Surviving Entity in effect immediately prior to the Effective Time shall be the articles of incorporation and bylaws, respectively, of the Surviving Entity until otherwise amended or repealed in accordance with applicable law.

(c) The established offices and facilities of the Surviving Entity immediately prior to the Effective Time shall be the established offices and facilities of the Surviving Entity after the Effective Time. At and after the Effective Time, the separate corporate existence of the Merging Entity shall cease.

(d) All assets and property (including, without limitation, real, personal, and mixed, tangible and intangible, choses in action, rights and credits) then owned by each of the Constituent Organizations, or which would inure to the benefit of either of such Constituent Organizations, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the Surviving Entity. The Surviving Entity shall be deemed to be a continuation of the entity of each of the Constituent Organizations, and shall succeed to the rights and obligations of each respective Constituent Organization, and to the duties and liabilities connected therewith.

(e) All rights of creditors and all liens upon the property of either of the Constituent Organizations shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties of either of the Constituent Organizations shall, at the Effective Time, become the responsibility and liability of the Surviving Entity, and may be enforced against it to the same extent as if said debts, liabilities, obligations, and duties had been incurred or contracted by it. All corporate acts, policies, arrangements, approvals, and authorizations of the Merging Entity, its shareholders, board of directors, officers and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, policies, arrangements, approvals, and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to the Merging Entity.

(f) The Surviving Entity agrees that it may be served with process in the State of New Jersey in any proceeding for the enforcement of any obligation of the Merging Entity, and in any proceeding for the enforcement of the rights of a dissenting shareholder of the merging Entity against the Surviving Entity. The Surviving Entity irrevocably appoints the Secretary of State of the State of New Jersey as its agent to accept service of process in any such proceeding, and shall mail a copy of the process in such proceeding to: 7491 N. Federal Highway, Suite C5-130, Boca Raton, FL 33487. The Surviving Entity shall promptly pay to any dissenting shareholders of the Merging Entity the amount, if any, to which they shall be entitled under the NJBCA with respect to the rights of dissenting shareholders.

(g) In addition to the foregoing effects set forth in subsections (d) and (e) of this Section 1, the Merger shall have the effects set forth in Section 607.11101 of the FBCA and Section 14A:10-6 of the NJBCA.

SECTION 2. CAPITALIZATION.

(a) As of the date of this Agreement (i) the authorized capital stock of the Merging Entity consists of 1,000 shares of common stock, without par value ("NJ Common Shares"), of which 100 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any NJ Common Shares.

(b) As of the date of this Agreement (i) the authorized capital stock of the Surviving Entity consists of 1,000 shares of common stock, without par value ("FL Common Shares"), of which 100 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any FL Common Shares.

SECTION 3. MANNER AND BASIS OF CONVERTING SHARES OF THE MERGING ENTITY INTO SHARES OF THE SURVIVING ENTITY.

(a) The NJ Common Shares held by the sole shareholder of the Merging Entity that are issued and outstanding at the Effective Time shall cease to be outstanding and the

shareholder shall receive no interest, cash, or other consideration in exchange for the NJ Common Shares.

(b) At the Effective Time, the FL Common Shares of the Surviving Entity that are issued and outstanding immediately prior to the Effective Time shall remain outstanding.

SECTION 4. CONDITIONS.

Effectuation of the Merger and the other transactions herein provided is conditioned on the following:

(a) The Merger shall have received approval of the sole shareholder of the Merging Entity and the sole shareholder of the Surviving Entity in the manner required by the FBCA and the NJBCA, respectively, the respective articles of incorporation or certificate of incorporation, and the respective bylaws of the Constituent Organizations.

(b) Receipt of all consents, orders, and approvals and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the Merger.

SECTION 5. FILING; EFFECTIVE TIME.

If all of the conditions to the Merger set forth in Section 4 of this Agreement shall have been fulfilled in accordance herewith and this Agreement shall not have been terminated as provided in Section 7 of this Agreement, the Surviving Entity and the Merging Entity shall cause articles/certificate of merger ("*Articles of Merger*") meeting the requirements of the FBCA and the NJBCA, to be properly executed and filed with the Secretary of State of the State of Florida and the Secretary of State of the State of New Jersey. The Merger shall become effective on such date and time as is agreed upon by the Surviving Entity and the Merging Entity and specified in the Articles of Merger (the "*Effective Time*"). In no event shall the Effective Time be a date later than that permitted by the FBCA or the NJBCA.

SECTION 6. FURTHER ASSURANCES.

Prior to the Effective Time, each of the Constituent Organizations shall take all such actions as shall be necessary or appropriate in order to effectuate the Merger. In case at any time after the Effective Time the Surviving Entity shall determine that any further conveyance, assignment, or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Entity full title to all the properties, assets, rights, privileges, and franchises of the Merging Entity, the sole shareholder and director of the Surviving Entity, in the name and on behalf of each of the Constituent Organizations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent Organizations as may be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of all such properties, assets, rights, privileges, and franchises, and otherwise to carry out the purposes of this Agreement.

SECTION 7. TERMINATION AND AMENDMENT.

(a) At any time prior to the Effective Time, this Agreement may be terminated by the mutual consent of the board of directors of the Merging Entity and the board of directors of the Surviving Entity, whether before or after the approval of this Agreement by the sole shareholder of the Constituent Organizations. In the event this Agreement is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Agreement or its termination on the party of either of the Constituent Organizations or of their respective directors, officers, employees, or agents.

(b) This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. The Constituent Organizations may, by written agreement between them, amend, modify, or supplement this Agreement at any time prior to the Effective Time.

SECTION 8. CONSTRUCTION OF TERMS. All provisions and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.


SECTION 9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida.

SECTION 10. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

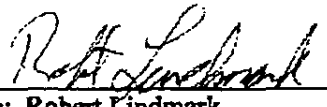
[Signatures on Next Page]

IN WITNESS WHEREOF, each of the Constituent Organizations has caused this Agreement to be duly executed on its behalf by its authorized representatives, as of the date first above written.

CRL REALTY MANAGEMENT, INC.,
a New Jersey corporation

By: 
Name: Robert Lindmark
Title: President

CRL REALTY MANAGEMENT, INC.,
a Florida corporation

By: 
Name: Robert Lindmark
Title: President