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FAX No. 5618423626

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Division of Corporations

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Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE

Kessler Realty Holdings, Inc.

Certificate of Status	0
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2014 DEC 31 PM 2:18
SECRETARY OF STATE
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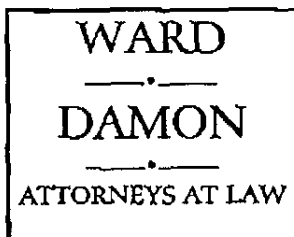
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FACSIMILE TRANSMISSION INFORMATION SHEET

Date: December 31, 2014
To: EFILE
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Facsimile Number: 850-617-6380
Total Pages: 12, including cover
From: Heidi E. Cambra Paleno
Re: H14000301487 3
Kessler Realty Holdings, Inc.

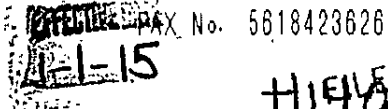
MESSAGE

Articles of Merger attached.

Original ☐ to follow ☒ not to follow by U.S. Mail
If you do not receive all pages please contact sender immediately.

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2014 DEC 31 PM 2:18**ARTICLES OF MERGER**(Pursuant to Section 607.1109 of
Florida Business Corporation Act)SECRETARY OF STATE
TALLAHASSEE, FLORIDA

KESSLER REALTY HOLDINGS, INC., a Florida Corporation, hereinafter referred to as the "Surviving Corporation," and **29TH AVENUE HOLDINGS, LLC**, a Florida limited liability company, hereinafter called the "Absorbed Company", hereby agree to and submit in accordance with the Florida Business Corporation Act, pursuant to s. 607.1105, the following Articles of Merger:

1. The Surviving Corporation, Kessler Realty Holdings, Inc., is a corporation governed by the laws of Florida.
2. The Absorbed Company, 29th Avenue Holdings, LLC, is a limited liability company governed by the laws of Florida.
3. Surviving Corporation and Absorbed Company entered into a Plan of Merger attached hereto as Exhibit A.
4. The Plan of Merger has been approved by Absorbed Company on or before the date of signing, in accordance with the provisions of ss. 605.1021-605.1026.
5. The Plan of Merger was approved by the shareholders of Surviving Corporation on or before the date of signing, in accordance with the provisions under Chapter 607, Florida Statutes.
6. The Effective Date of the merger shall be January 1, 2015.

SURVIVING CORPORATION:

KESSLER REALTY HOLDINGS, INC.,
a Florida Corporation

[Seal]

By:

Edward Kessler, CEO**[Additional Signature Page Follows.]**

Kessler Realty Holdings, Inc.
29th Avenue Holdings, LLC
Articles of Merger

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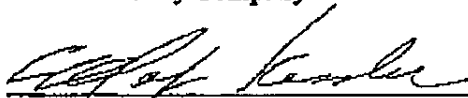
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ABSORBED COMPANY:

**29TH AVENUE HOLDINGS, LLC,
a Florida Limited Liability Company**

By:


Marilyn Kessler, Manager

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EXHIBIT "A"
PLAN OF MERGER

This Plan of Merger dated this 31 day of December, 2014, between Kessler Realty Holdings, Inc., a Florida corporation, hereinafter referred to as the "Surviving Corporation," and 29th Avenue Holdings, LLC, a Florida limited liability company, hereinafter referred to as the "Absorbed Company."

RECITALS

A. Absorbed Company is a limited liability company organized under the laws of the State of Florida; and

B. Surviving Corporation is a corporation organized under the laws of the State of Florida; and

C. The Shareholder of Surviving Corporation is the following:

1. Edward Kessler Revocable Trust u/a/d 3/1/12

D. The Members of Absorbed Company are the following:

1. Edward Kessler Revocable Trust u/a/d 3/1/12

2. Marilyn Kessler Revocable Trust u/a/d 3/1/12

E. The Shareholder and the Board of Directors of Surviving Corporation believe that it is desirable and in the best business interest of Surviving Corporation to merge with Absorbed Company; and

F. The members and manager of the Absorbed Company deem it desirable and in the best business interests of Absorbed Company that the Absorbed Company be merged with and into the Surviving Corporation pursuant to the provisions of Chapter 607 and Chapter 605, Florida Statutes.

G. As a result of the Merger and in accordance with the terms of this Agreement,

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Absorbed Company will cease to have a separate company existence; all of the issued and outstanding membership interests of the Members will be surrendered to Surviving Corporation in exchange for consideration of shares in the Surviving Corporation equal to the individual Member's membership interest in Absorbed Company.

NOW THEREFORE, in consideration of the mutual covenants, and subject to the terms and conditions hereinafter set forth, Absorbed Company and Surviving Corporation agree as follows:

Section One. Merger. Absorbed Company shall merge with and into Surviving Corporation whereby Surviving Corporation shall be the sole and only remaining business organization.

Section Two. Terms and Conditions. On the Effective Date of the merger, as hereinafter defined, the separate existence of the Absorbed Company shall cease, and the Surviving Corporation shall succeed to all the rights, privileges, immunities, and franchises, and all the property of the Absorbed Company, including, without limitation, real, personal, and mixed property of the Absorbed Company, without the necessity for any separate transfer, all of which shall be governed by Florida law. The Surviving Corporation shall thereafter be responsible and liable for the legitimate and lawful liabilities and obligations of the Absorbed Company, and neither the rights of legitimate and lawful creditors nor any liens on the property of the Absorbed Company shall be impaired by the merger hereof.

Section Three. Conversion of Membership Interests. On the Effective Date of the merger, all issued and outstanding membership interests of Absorbed Company shall be surrendered to Surviving Corporation and the manner and basis of the converting of the membership interests of the Absorbed Company shall be as follows:

(a) The membership interests of the Absorbed Company issued and outstanding on the Effective Date of the merger held in the name of the Members shall be exchanged for the two hundred shares of Surviving Corporation issued solely to the following former Member of Absorbed Company: Marilyn Kessler Revocable Trust u/a/d 3/1/12.

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(b) All payments made upon the surrender of certificates pursuant to this Section Three shall be deemed to have been made in full satisfaction of all rights pertaining to the shares evidenced by such Certificate.

Section Four. Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of the Surviving Corporation shall continue to be the Articles of Incorporation following the Effective Date of the merger.

Section Five. Officers and Directors. The officers and directors of the Surviving Corporation on the Effective Date of the merger shall continue as the officers and directors of the Surviving Corporation.

Section Six. Name of Surviving Corporation. The name of the Surviving Corporation shall be Kessler Realty Holdings, Inc.

Section Seven. Prohibited Transactions. Neither the Absorbed Company nor the Surviving Corporation shall, prior to the Effective Date of the merger, engage in any activity or transaction other than in the ordinary course of business, except that the Absorbed Company and Surviving Corporation may take all action necessary or appropriate under the laws of the State of Florida to consummate this merger.

Section Eight. Property. At and after the Effective Date, all of the assets and property of every kind and character, real, personal and mixed, tangible and intangible, choses in action, rights and credits owned by Absorbed Company as of the Effective Date, or which would otherwise inure to Absorbed Company, shall immediately, by operation of law and without any conveyance or transfer and without any further act or deed, be vested in and become the property of the Surviving Corporation, which shall have, hold and enjoy the same in its own right as fully and to the same extent as the same were possessed, held and enjoyed by Absorbed Company before the Effective Date. The Surviving Corporation shall be deemed to be and shall be a continuation of the entity and identity of Absorbed Company. All of the rights and obligations of Absorbed Company shall not

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revert or in any way be impaired by reason of the Merger. Any claim existing, or action or proceeding pending, by or against Absorbed Company, may be prosecuted to judgment with right of appeal as if the Merger had not taken place or the Surviving Corporation may be substituted in its place.

Section Nine. Representations and Warranties of Absorbed Company. Absorbed Company represents and warrants to Surviving Corporation that each of the following is true and accurate in all material respects:

(a) Absorbed Company is a limited liability company duly organized, validly existing and in good standing under the laws of Florida and has the power and authority to own or hold under lease all of its properties and assets and to conduct its business and operations as presently conducted.

(b) Subject to the approval of this Agreement and the transactions contemplated hereby, including the Merger, by a majority of the Absorbed Company members, (i) Absorbed Company has all of the requisite power and authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action by Absorbed Company; and (iii) this Agreement is the valid and binding agreement of Absorbed Company, enforceable against Absorbed Company in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and moratorium laws and other laws of general applicability affecting the enforcement of creditors' rights generally and the effect of rules of law governing specific performance, injunctive relief and other equitable remedies on the enforceability of such documents.

(c) The Articles of Organization and Operating Agreement of Absorbed Company require the approval of this Agreement and the transactions contemplated hereby, including the Merger, by the affirmative vote of the Members of Absorbed Company. No other law or regulation requires any other vote of the holders of Absorbed Company shares in respect of this Agreement or

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the transactions contemplated hereby.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, including the Merger (subject to the approval of this Agreement and the transactions contemplated hereby, including the Merger, by a majority of the Absorbed Company shareholders), will not (i) conflict with or violate any provision of or result in the breach of any provision of the Articles of Organization or Operating Agreement of Absorbed Company; (ii) conflict with or violate any provision of or result in the breach or the acceleration of or entitle any party which has not approved hereof to accelerate (whether upon or after the giving of notice of lapse of time or both) any obligation under, or otherwise materially affect the terms of, any mortgage, lien, lease, agreement, license, instrument, order, arbitration award, judgment or decree to which Absorbed Company is a party or by which Absorbed Company or its property or assets is bound; (iii) require the consent of any party to any agreement or commitment to which Absorbed Company is a party or by which Absorbed Company or its property or assets is bound, the failure to obtain which could, individually or in the aggregate with all the other failures to obtain required consents, have a material adverse effect on the business, operations, condition (financial or otherwise) or prospects of Absorbed Company; (iv) result in the creation or imposition of any lien, charge, pledge, security interest or other encumbrance upon any property or assets of Absorbed Company or give rise to any meritorious cause of action against Absorbed Company; or (v) violate or conflict with any applicable law, ordinance, rule or regulation.

Section Ten. Representations and Warranties of Surviving Corporation. Surviving Corporation represents and warrants to Absorbed Company that each of the following is true and accurate in all material respects:

(a) Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of Florida and has the corporate power and authority to conduct its business and operations as presently conducted;

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(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, including the Merger (subject to the approval of this Agreement and the transactions contemplated hereby, including the Merger, by a majority of the Shareholders of the Surviving Corporation), will not (i) conflict with or violate any provision of or result in the breach of any provision of the Articles of Incorporation or Bylaws of Surviving Corporation; (ii) conflict with or violate any provision of or result in the breach or the acceleration of or entitle any party to accelerate (whether upon or after the giving of notice of lapse of time or both) any obligation under, or otherwise materially affect the terms of, any mortgage, lien, lease, agreement, license, instrument, order, arbitration award, judgment or decree to which Surviving Corporation is a party or by which Surviving Corporation or its property or assets is bound; (iii) require the consent of any party to any agreement or commitment to which Surviving Corporation is a party or by which Surviving Corporation or its property or assets is bound, the failure to obtain which could, individually or in the aggregate with all the other failures to obtain required consents, have a material adverse effect on the business, operations, condition (financial or otherwise) or prospects of Surviving Corporation; (iv) result in the creation or imposition of any lien, charge, pledge, security interest or other encumbrance upon any property or assets of Surviving Corporation or give rise to any meritorious cause of action against Surviving Corporation; or (v) violate or conflict with any applicable law, ordinance, rule or regulation.

Section Twelve. Approval. This Plan of Merger shall be required to be approved by the Members of the Absorbed Company and by the Shareholders of the Surviving Corporation in the manner provided by the applicable laws of the State of Florida.

Section Thirteen. Further Assurance of Title. Pursuant to this Plan of Merger, and subject to the approval of the Members, the Absorbed Company agrees by merger that all of its rights, title and interest in and to all of the assets of the Absorbed Company shall be transferred to the Surviving Corporation. If at any time the Surviving Corporation shall consider or be advised that any

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acknowledgement or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Surviving Corporation any right, title or interest of the Absorbed Company held immediately prior to the Effective Date of the merger, the Absorbed Company and its proper members and manager shall and will execute and deliver all such acknowledgements or assurances in law and all things necessary or proper to acknowledge or confirm such right, title, or interest in the Surviving Corporation that shall be necessary to carry out the purposes of this Plan of Merger, and the Surviving Corporation or the proper officers and directors thereof are fully authorized to take any and all such action in the name of the Absorbed Company or otherwise.

Section Fourteen. Book Entries. As of the Effective Date entries shall be made upon the books of the Surviving Corporation in accordance with the following: The assets and legitimate and lawful liabilities of the Absorbed Company shall be recorded at the amounts at which they are carried on the books of the Absorbed Company immediately prior to the Effective Date.

Section Fifteen. Effective Date of Merger. The Effective Date of the merger shall be January 1, 2015. The Articles of Merger shall be duly filed as of the Effective Date.

Section Sixteen. Closing Matters. The obligations of Absorbed Company and Surviving Corporation shall be subject to the approval of this Plan of Merger by shareholders holding not less than a majority of the issued and outstanding shares of common stock of Surviving Corporation and the members holding a majority of the membership interests of Absorbed Company.

Section Seventeen. Execution of Agreement. This Plan of Merger may be executed in any number of counterparts, and each such counterpart shall constitute an original instrument.

Executed on behalf of the parties by their officers and managers, sealed with their corporate seals, as applicable, pursuant to the authorization of their respective members, managers, boards of directors and shareholders on the date first above written.

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SURVIVING CORPORATION:

**KESSLER REALTY HOLDINGS, INC.,
a Florida Corporation**

[Seal]

By: _____

Edward Kessler, CEO

ABSORBED COMPANY:

**29TH AVENUE HOLDINGS, LLC,
a Florida Limited Liability Company**

By: _____

Marilyn Kessler, Manager

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