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Email Address: Amanda@breastcancermarathon.com

MERGER OR SHARE EXCHANGE

26.2 With Donna The National Marathon to Finish Brea

Certificate of Status	1
Certified Copy	1
Page Count	27
Estimated Charge	\$87.50

EFFECTIVE DATE
4-1-16

APR 4 2016

C LEWIS

Please note effective date to be 4-1-2016 and last page contains a name change after merger.

16 APR -1 AM 8:55

ARTICLES OF MERGER
OF

EFFECTIVE DATE

4-1-16

THE DONNA FOUNDATION, INC.,
A Florida not-for-profit corporation

INTO

26.2 WITH DONNA THE NATIONAL MARATHON TO FINISH BREAST CANCER,
INC.,
A Florida not-for-profit corporation

The following Articles of Merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to 617.1105, Florida Statutes.

FIRST: The name and jurisdiction of the surviving corporation is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
26.2 With Donna The National Marathon to Finish Breast Cancer, Inc.	Florida	N08000003389

SECOND: The name and jurisdiction of the merging corporation is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
The Donna Foundation, Inc.	Florida	N03000003190

THIRD: The Plan of Merger is attached as Exhibit A.

FOURTH: The merger shall become effective at 12:01 a.m. on April 1, 2016.

FIFTH: (ADOPTION OF MERGER BY SURVIVING CORPORATION). 26.2 With Donna The National Marathon to Finish Breast Cancer, Inc. has no members. The Plan of Merger was adopted and approved by the board of directors of 26.2 With Donna The National Marathon to Finish Breast Cancer, Inc. on March 14, 2016. The number of directors in office was eight. The number of votes cast for the plan of merger was sufficient for approval and the vote for the plan was as follows: 8 FOR; 0 AGAINST.

SIXTH: (ADOPTION OF MERGER BY MERGING CORPORATION). The members of The Donna Foundation, Inc. were not entitled to vote on the Plan of Merger. The Plan of Merger was adopted by the board of directors of The Donna Foundation, Inc. on March 14, 2016. The number of directors in office was nine. The number of votes cast for the plan of merger was sufficient for approval and the vote for the plan was as follows: 5 FOR; 0 AGAINST.

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The foregoing Articles of Merger were executed by the undersigned parties effective March 16, 2016.

THE DONNA FOUNDATION, INC., a Florida
not-for-profit corporation

**26.2 WITH DONNA THE NATIONAL
MARATHON TO FINISH BREAST
CANCER, INC.**,
a Florida not-for-profit corporation

By: *Donna Deegan* Date: 2016.03.30
13:21:20 -04'00'
Name: Donna Deegan
Title: Chairman and President

By: _____
Name: Kirsten Sabia
Title: Chairman

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16 APR -1 AM 8:55

The foregoing Articles of Merger were executed by the undersigned parties effective March 16, 2016.

THE DONNA FOUNDATION, INC., a Florida
not-for-profit corporation

26.2 WITH DONNA THE NATIONAL
MARATHON TO FINISH BREAST
CANCER, INC.,
a Florida not-for-profit corporation

By: _____
Name: Donna Deegan
Title: Chairman and President

By:  _____
Name: Kirsten Sabia
Title: Chairman

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EXHIBIT A
Plan of Merger

16 APR -1 AM 8:55

PLAN OF MERGER

BETWEEN

26.2 WITH DONNA THE NATIONAL MARATHON TO FINISH BREAST CANCER, INC.

AND

THE DONNA FOUNDATION, INC.

This Plan of Merger (this "Plan of Merger"), dated as of the 31st day of March, 2016, is entered into by and among 26.2 WITH DONNA THE NATIONAL MARATHON TO FINISH BREAST CANCER, INC., a Florida not for profit corporation ("26.2"), and THE DONNA FOUNDATION, INC., a Florida not for profit corporation ("DF"). 26.2 and DF are each sometimes referred to herein as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, the Parties deem it advisable and in their respective best interests to merge DF with and into 26.2 (the "Merger"), pursuant to Sections 617.1101 - 617.1103, Florida Statutes (2015).

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, being duly adopted and entered into by the Parties hereto, this Plan of Merger and the terms and conditions thereof and the mode of carrying the same into effect, are hereby determined and agreed upon as hereinafter set forth.

ARTICLE I

MERGER OF DF WITH AND INTO 26.2

1.1. Merger. Subject to the provisions of this Plan of Merger, at the Effective Time (as hereinafter defined in Article VII; all other capitalized terms used herein that are not otherwise defined herein shall have the same meanings as are ascribed to such capitalized terms in Article VI) DF shall be merged with and into 26.2, and 26.2 shall be the surviving corporation. The separate corporate existence of DF shall cease at the Effective Time in accordance with the provisions of Section 617.1106, Florida Statutes. At the Effective Time, the title to all property owned by DF shall immediately and automatically, by operation of law, become the property of 26.2 without reversion or impairment, and all debts, liabilities and obligations of DF, shall become those of 26.2 and shall not be released or impaired by the Merger. 26.2 shall succeed, continue or vest in all respects to all of the rights, privileges, powers, franchises and obligations of DF.

1.2. Articles of Incorporation. The Articles of Incorporation of 26.2 in effect immediately prior to the Effective Time shall be amended as set forth on Exhibit "A" hereto (the "Articles of Amendment").

1.3. Bylaws. The Bylaws of 26.2 in effect immediately prior to the Effective Time shall remain in effect and shall not be revised or amended as a result of the Merger (the "Bylaws").

1.4. Taking of Necessary Action. Prior to the Effective Time, each of the Parties, respectively, shall take all such actions as may be necessary, appropriate or desirable to effect the Merger, including but not limited to obtaining all approvals required by the laws of the State of Florida and of the United States of America, and filing or causing to be filed and/or recorded any document or documents prescribed by the laws of the State of Florida and of the United States of America. If at any time or times after the Effective Time any further action is necessary or desirable to carry out the purposes of this Plan of Merger and to vest 26.2 with full title to all properties, assets, rights and approvals of DF, the officers and directors of DF and 26.2, respectively, shall take all such necessary action.

1.5. Directors. Effective upon the Effective Time, the Board of Directors of 26.2 (the "26.2 Board") shall consist of the individuals listed in Schedule 1.5(a). As of the Effective Time the number of voting Directors shall be set at not less than three nor more than forty, as may be fixed from time to time by the Board of Directors consistent with the Bylaws.

1.6. Authorization. The respective officers of DF and 26.2 have been authorized to execute Articles of Merger on behalf of their respective corporations, in conformity with the provisions of Florida law; and the respective officers of DF and 26.2 are hereby authorized, empowered and directed to do any and all acts and things and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan of Merger or the Merger herein provided for.

1.7. Merger Consideration. 26.2 shall not pay any consideration to DF in consideration of the completion of the Merger as described above.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF DF

DF makes the following representations and warranties to 26.2, which representations and warranties shall be true and correct on the date hereof and at the Effective Time as if then restated:

2.1. Organization, Qualification and Authority. DF is a not for profit corporation duly organized, validly existing with an active status under the laws of the State of Florida. DF is a tax-exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code (the "Code"), and its exempt status has not been challenged by the Internal Revenue Service. The nature of the business of DF does not require it to be licensed or qualified to do business as a foreign corporation in any other jurisdiction. DF has no Subsidiaries. DF has full right, power and authority (i) to own, lease and operate its assets as presently owned, leased and operated and to carry on its business as it is now being conducted, (ii) to enter into and perform its obligations under this Plan of Merger without the consent, approval or authorization of, or obligation to notify, any person, entity or governmental agency (except to the extent set

forth in this Plan of Merger), and (iii) to execute, deliver and carry out the terms of this Plan of Merger and all other documents, agreements and instruments necessary to give effect to the provisions of this Plan of Merger and to consummate the transactions contemplated hereby. DF's execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith have been duly authorized by all necessary action by DF, and prior to the Effective Time all other agreements and documents contemplated hereby will be duly authorized by all necessary action by DF. This Plan of Merger and all other agreements and documents executed in connection herewith by DF, upon due execution and delivery thereof, shall constitute valid and binding obligations of DF, enforceable against DF in accordance with their respective terms.

2.2. Absence of Default. To DF's Knowledge, the execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith by DF will not constitute a violation of, or be in conflict with, and will not, with or without the giving of notice or the passage of time, or both, result in a breach of, constitute a default under or create (or cause the acceleration of the maturity of) any debt, indenture, obligation or liability for which it or its assets is bound, or result in the creation or imposition of any security interest, lien, charge or other encumbrance upon any of such assets under: (a) any term or provision of the Articles of Incorporation or Bylaws of DF (b) any material contract, lease, purchase order, agreement, indenture, mortgage, pledge, assignment, permit, license, approval or other commitment to which DF is a party or by which DF is bound; (c) any judgment, decree, order, regulation or rule of any court or regulatory authority; or (d) any law, statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority or arbitration tribunal to which DF is subject.

2.3. Financial Statements. Included as Schedule 2.3 are true and complete copies of the audited financial statements of DF for the most recent completed fiscal year, including the notes contained therein or annexed thereto (collectively, the "DF Audited Financials"), which Audited Financials have been reported on, and are accompanied by, the signed, unqualified opinions of Masters Smith & Wisby CPAs, independent auditors for DF for such fiscal year. DF has separately provided 26.2 an unaudited balance sheet as of January 31, 2016 and the related unaudited statements of income and cash flows (collectively the "DF Recent Financials" and together with the Recent Financials Statements, the "DF Financial Statements") for the one month then ended and for the corresponding period of the prior year (including the notes and schedules contained therein or annexed thereto). The Financial Statements are true, complete and accurate, in all material respects, have been prepared in accordance with GAAP (except, in the case of unaudited statements, for the absence of footnote disclosure), and fairly present, the assets, liabilities and financial position, the results of operations and cash flows of DF as of the dates and for the years and periods indicated.

2.4. No Undisclosed Liabilities. DF has no material liabilities or material obligations of a nature required by GAAP to be reflected on a balance sheet or disclosed in the footnotes to a balance sheet except for (i) liabilities and obligations fully reflected in, fully reserved against or fully disclosed in the Financial Statements, (ii) liabilities and obligations which have arisen after the date of the Recent Financials in the Ordinary Course of Business, and (iii) liabilities and obligations incurred in connection with this Plan of Merger and the transactions contemplated hereby.

2.5. Certain Events. Except as set forth in the Financial Statements or as set forth on Schedule 2.5, since the date thereof, DP has not:

(a) entered into any agreement, contract, lease, or license (or series of directly related agreements, contracts, leases or licenses with the same third parties) involving more than Twenty Five Thousand U.S. Dollars (\$25,000) per annum, nor materially modified the terms of any such existing contract or agreement, other than customer contracts or outsourcing agreements entered into or modified in the Ordinary Course of Business;

(b) made or committed to make any capital expenditures in an amount in excess of Twenty Five Thousand U.S. Dollars (\$25,000) individually or in the aggregate;

(c) created or imposed any Lien upon any of its assets or properties, tangible or intangible, other than Permitted Liens;

(d) made any equity or debt investment in, or any loan to, any other Person or Persons in an amount, individually or in the aggregate, in excess of Twenty Five Thousand U.S. Dollars (\$25,000);

(e) created, incurred, issued any debt securities, endorsed, assumed, guaranteed or entered into any arrangement providing for more than Twenty Five Thousand U.S. Dollars (\$25,000) in aggregate indebtedness for borrowed money and capitalized lease obligations;

(f) granted any license or sublicense of any material rights under or allowed to lapse, sold, transferred or otherwise disposed of, or otherwise experienced any adverse effect with respect to, any material Proprietary Rights;

(g) except as provided in this Plan of Merger, made or authorized any change in the charter, bylaws or any other organizational or governing documents of such Party;

(h) issued or authorized any memberships, membership interests capital stock or otherwise admitted any equity members;

(i) suffered or incurred any material damage to, or destruction or loss of, any of such Party's material assets or material properties, which material damage, destruction or loss is not fully covered by insurance (less any applicable deductible);

(j) acquired (by merger, consolidation or other combination, or acquisition of stock or assets) any corporation, partnership or other business organization, or any division thereof;

(k) made any change in any respect in such Party's accounting principles, policies, methods or procedures, other than as required by GAAP;

(l) had a Material Adverse Effect; or

(m) entered into any agreement, other than this Plan of Merger, to take any action specified by this Section 2.5.

2.6. Legal Compliance. DF has materially complied and is currently in material compliance with all applicable Laws, and no action, suit, grievance, proceeding, hearing, charge, complaint, claim, demand, or notice has been filed, commenced or, to the Knowledge of DF, threatened against any of them alleging any failure so to comply.

2.7. Tax Matters.

(a) *Tax-Exempt Status*. DF (i) is now, and at all times since the date of its initial organization has been, organized and operated exclusively for tax-exempt purposes within the meaning of Code Section 501(c)(3); (ii) obtained IRS recognition of such tax-exempt status in the form of an IRS determination letter confirming such status, for the period beginning as of the date of its initial organization; and (iii) is not now and has never been a private foundation within the meaning of Code Section 509(a). DF's character, organizational purposes, activities and methods of operation continue to be substantially as described in the organization's application for recognition of tax-exempt status under Code Section 501(c)(3).

(b) *Provision For Taxes*. The provision made for Taxes in the Recent Financial Statements is sufficient for the payment of all Taxes at the date of the Recent Financial Statements, and for all periods prior thereto. Since the date of the Recent Financial Statements, DF has not incurred any Taxes other than Taxes incurred in the Ordinary Course of Business consistent in type and amount with the past practices of DF.

(c) *Tax Returns Filed*. All Tax Returns required to be filed by or with respect to DF for Pre-Effective Time Periods have been or will have been accurately prepared in all material respects, and have been or will have been duly and timely filed. Such Tax Returns are or will be complete, correct and accurate in all material respects and all Taxes (including Taxes withheld from employees' salaries and all other withholding Taxes and obligations and all deposits required to be made by or with respect to the Party with respect to such withholding Taxes or otherwise), interest, penalties, assessments and/or deficiencies due prior to the Effective Time with respect to any Pre-Effective Time Period of the Party have been or will have been timely paid, or to the extent not due and payable as of the Effective Time, adequate provision for the payment thereof has been or will be made on the financial statements or the books of account of such Party in conformance with GAAP consistently applied, and DF has no liability for Taxes in excess of the amount so paid or reserves so established.

(d) *Tax Audits*. No claim has ever been made by an authority in a jurisdiction in which DF does not file Tax Returns that it is or may be subject to taxation by that jurisdiction or authority. With respect to each Pre-Effective Time Period applicable to DF, such taxable period either (i) has been audited by the Internal Revenue Service or other taxing authority, and such audit has been completed without the issuance of any notice of deficiency or similar notice of additional liability, (ii) has not been audited or investigated by the Internal Revenue Service or other taxing authority, no audit is pending with respect to such period and no issue has been raised by the Internal Revenue Service or other taxing authority with respect to such period that if determined adversely should result in the assertion of any deficiency for

Taxes, or (iii) the time for assessing or collecting income tax with respect to each such taxable period has closed and such taxable period is not subject to review by the Internal Revenue Service or such other taxing authority. DF has not been granted or requested a grant of waivers of any statutes of limitations applicable to any claim for Taxes.

(e) *State Registrations.* DF is duly registered with appropriate state charity agencies to the extent required under applicable Law.

(f) *Other.* DF has not (i) filed any consent or agreement under Section 341(f) of the Code, (ii) applied for any Tax ruling (other than its Form 1023), or (iii) entered into a closing agreement with any taxing authority.

(g) *Tax Liens.* There are no material Liens for Taxes, except for Permitted Liens, on any assets of DF

(h) *Absence of Certain Relationships.* DF has not been a member of an Affiliated Group or filed or been included in a combined, consolidated or unitary Tax Return. DF is not a party to any Tax sharing agreement.

2.8. Real Property.

(a) DF does not own, and at no time has owned, any real property.

(b) Schedule 2.8(b) lists all real property leased or subleased from or to DF, the name of the third party lessor or lessee and the date of the lease and all amendments thereto (the "Leased Property"). DF has delivered to the 26.2 correct and complete copies of the leases and subleases and all amendments thereto (collectively, the "Property Leases").

2.9. Intellectual Property.

(a) Schedule 2.9(a) lists all material Proprietary Rights in which DF claims an ownership interest (collectively, "Party Owned IP").

(b) DF owns all right, title and interest in and to all Party Owned IP, including without limitation the right to sue and recover for infringement or misappropriation thereof.

(c) To the Knowledge of DF, no employee, consultant or independent contractor of DF has developed any Proprietary Right, or any embodiment thereof, for DF that is subject to any agreement under which such Person has assigned or otherwise granted to any third party any rights in or to such Proprietary Right or embodiment.

2.10. Condition of Tangible Assets. The Tangible Assets, including without limitation those items listed in Schedule 2.10; (i) have been maintained in the Ordinary Course of Business; (ii) constitute all of the tangible assets that are necessary for the operation of the Business as presently conducted; and (iii) and, taken as a whole, are free from material defects and in good operating condition and repair (subject to normal wear and tear), considering their age and operational use.

2.11. Title to Tangible Assets. DF has legal and valid title to all of the Tangible Assets, free and clear of all Liens, other than Permitted Liens.

2.12. Contracts. Schedule 2.12 details each written and oral agreement, contract, instrument or other binding commitment or arrangement providing for payments or other consideration in excess of Ten Thousand U.S. Dollars (\$10,000) per annum to which DF is a party (each a "Material Agreement"). With respect to each Material Agreement (i) the applicable agreement is legal, valid, binding, enforceable against DF, and, to the Knowledge of DF, the other parties thereto, and is in full force and effect in all material respects; (ii) DF is not in material breach or default thereunder, and, to the Knowledge of DF, no other party to any such agreement is in material breach or default thereunder and no event has occurred which with notice or lapse of time would reasonably be expected to constitute a material breach or default, or permit termination, modification, or acceleration, under the agreement; (iii) DF has not repudiated any material provision of the agreement, and has not received notice of any repudiation of any material provision of the agreement by any other party to such agreement; (iv) DF has performed, in all material respects, all requirements to be performed by it under each of such agreements; (v) DF has not received any written notice that it has violated, defaulted or breached under any of such agreements and has not provided any other party with notice of any alleged violation, default, or breach by such other party under any such agreement; and (vi) DF has not received any notice that any other party intends to terminate, or elect not to renew, any such agreement. Except as detailed in Schedule 2.12, DF is not required to obtain any authorization, waiver, license, consent, or approval of, or make any declaration, filing or registration with, any other party to any such agreement in connection with the execution, delivery and performance of this Plan of Merger and the consummation of the transactions contemplated hereby.

2.13. Insurance. Schedule 2.13 sets forth all insurance policies maintained by DF. With respect to each such insurance policy: (i) the policy is legal, valid, binding, enforceable, and in full force and effect in all material respects; (ii) DF is not in material breach or default thereunder, and, to the Knowledge of DF, no other party to any such agreement is in material breach or default thereunder and no event has occurred that with notice or the lapse of time would reasonably be expected to result in a material breach or default, or permit termination, modification or acceleration, under the policy; (iii) DF has not repudiated any material provision thereof; (iv) all premiums due and payable thereon have been paid and DF has not received any written notice of cancellation, amendment or dispute as to coverage with respect thereto; and (v) there are no potential claims known by DF that have not yet been asserted against any such insurance policy (whether or not the deductible or other co-payments or risk sharing has been reserved therefor).

2.14. Litigation. Schedule 2.14 sets forth each instance in which DF or any of its assets or properties or directors or officers in their capacity as such (i) is subject to any outstanding injunction, judgment, order, decree, ruling, settlement, claim or charge or (ii) is a party or, to the Knowledge of DF, is threatened to be made a party to any action, suit, proceeding, or hearing, or investigation of, in, or before any Authority or before any arbitrator. There are no actions, suits, proceedings, hearings or, to the Knowledge of DF, investigations against DF pending, or to the Knowledge of DF, threatened, which seek to question, delay, or

prevent the consummation by DF of, or would reasonably be expected to impair the ability of DF to consummate, the transactions contemplated hereunder.

2.15. Licenses and Permits. Schedule 2.15 lists all material Licenses and Permits held by DF. DF has all material Licenses and Permits which are required to carry on its businesses as the business is now conducted. All material Licenses and Permits held by or issued to DF are full force and effect and DF is in material compliance with all requirements in connection therewith. Except as set forth in Schedule 2.15, there are no pending or, to the Knowledge of DF, threatened proceedings seeking to limit, modify or rescind any material Licenses and Permits and the same will not be subject to suspension modification or revocation or require the consent of or the transfer or reissuance by any Authority as a result of this Plan of Merger or the consummation of the transactions contemplated hereby.

2.16. No Other Agreements. DF has no legal obligation, whether absolute or contingent, to any other Person to sell all or substantially all its assets or to effect any merger, consolidation, business combination, recapitalization, liquidation or other reorganization of DF or to enter into any agreement with respect thereto.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF 26.2

26.2 makes the following representations and warranties to DF, which representations and warranties shall be true and correct on the date hereof and at the Effective Time, as if then restated:

3.1. Organization, Qualification and Authority. 26.2 is a not for profit corporation duly organized, validly existing with an active status under the laws of the State of Florida. 26.2 is a tax-exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code (the "Code"), and its exempt status has not been challenged by the Internal Revenue Service. The nature of the business of 26.2 does not require it to be licensed or qualified to do business as a foreign corporation in any other jurisdiction. 26.2 has no Subsidiaries. 26.2 has full right, power and authority (i) to own, lease and operate its assets as presently owned, leased and operated and to carry on its business as it is now being conducted, (ii) to enter into and perform its obligations under this Plan of Merger without the consent, approval or authorization of, or obligation to notify, any person, entity or governmental agency (except to the extent set forth in this Plan of Merger), and (iii) to execute, deliver and carry out the terms of this Plan of Merger and all other documents, agreements and instruments necessary to give effect to the provisions of this Plan of Merger and to consummate the transactions contemplated hereby. 26.2's execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith have been duly authorized by all necessary action by 26.2. This Plan of Merger and all other agreements and documents executed in connection herewith by 26.2, upon due execution and delivery thereof, shall constitute valid and binding obligations of 26.2, enforceable against 26.2 in accordance with their respective terms.

3.2. Absence of Default. To 26.2's Knowledge, the execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith by 26.2 will not constitute a violation of, or be in conflict with, and will not, with or without the giving of notice or the passage of time, or both, result in a breach of, constitute a default under or create (or cause the acceleration of the maturity of) any debt, indenture, obligation or liability for which it or its assets is bound, or result in the creation or imposition of any security interest, lien, charge or other encumbrance upon any of such assets under: (a) any term or provision of the Articles of Incorporation or Bylaws of 26.2 (b) any material contract, lease, purchase order, agreement, indenture, mortgage, pledge, assignment, permit, license, approval or other commitment to which 26.2 is a party or by which 26.2 is bound; (c) any judgment, decree, order, regulation or rule of any court or regulatory authority; or (d) any law, statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority or arbitration tribunal to which 26.2 is subject.

3.3. Financial Statements. Included as Schedule 3.3 are true and complete copies of the audited financial statements of 26.2 for the most recent completed fiscal year, including the notes contained therein or annexed thereto (collectively, the "26.2 Audited Financials"), which Audited Financials have been reported on, and are accompanied by, the signed, unqualified opinions of Masters Smith & Wisby CPAs, independent auditors for 26.2 for such fiscal year. 26.2 has separately provided DF an unaudited balance sheet as of January 31, 2016 and the related unaudited statements of income and cash flows (collectively the "26.2 Recent Financials" and together with the Recent Financial Statements, the "26.2 Financial Statements") for the one month then ended and for the corresponding period of the prior year (including the notes and schedules contained therein or annexed thereto). The Financial Statements are true, complete and accurate in all material respects, and fairly present the assets, liabilities and financial position, the results of operations and cash flows of 26.2 as of the dates and for the years and periods indicated.

3.4. No Undisclosed Liabilities. 26.2 has no material liabilities or material obligations of a nature required by GAAP to be reflected on a balance sheet or disclosed in the footnotes to a balance sheet except for (i) liabilities and obligations fully reflected in, fully reserved against or fully disclosed in the Financial Statements, (ii) liabilities and obligations which have arisen after the date of the Recent Financials in the Ordinary Course of Business, and (iii) liabilities and obligations incurred in connection with this Plan of Merger and the transactions contemplated hereby.

3.5. Certain Events. Except as set forth in the Financial Statements or as set forth on Schedule 3.5, since the date thereof, 26.2 has not:

(a) entered into any agreement, contract, lease, or license (or series of directly related agreements, contracts, leases or licenses with the same third parties) involving more than Twenty Five Thousand U.S. Dollars (\$25,000) per annum, nor materially modified the terms of any such existing contract or agreement, other than customer contracts or outsourcing agreements entered into or modified in the Ordinary Course of Business;

(b) made or committed to make any capital expenditures in an amount in excess of Twenty Five Thousand U.S. Dollars (\$25,000) individually or in the aggregate;

(c) created or imposed any Lien upon any of its assets or properties, tangible or intangible, other than Permitted Liens;

(d) made any equity or debt investment in, or any loan to, any other Person or Persons in an amount, individually or in the aggregate, in excess of Twenty Five Thousand U.S. Dollars (\$25,000);

(e) created, incurred, issued any debt securities, endorsed, assumed, guaranteed or entered into any arrangement providing for more than Twenty Five Thousand U.S. Dollars (\$25,000) in aggregate indebtedness for borrowed money and capitalized lease obligations;

(f) granted any license or sublicense of any material rights under or allowed to lapse, sold, transferred or otherwise disposed of, or otherwise experienced any adverse effect with respect to, any material Proprietary Rights;

(g) except as provided in this Plan of Merger, made or authorized any change in the charter, bylaws or any other organizational or governing documents of such Party;

(h) issued or authorized any memberships, membership interests capital stock or otherwise admitted any equity members;

(i) suffered or incurred any material damage to, or destruction or loss of, any of such Party's material assets or material properties, which material damage, destruction or loss is not fully covered by insurance (less any applicable deductible);

(j) acquired (by merger, consolidation or other combination, or acquisition of stock or assets) any corporation, partnership or other business organization, or any division thereof;

(k) made any change in any respect in such Party's accounting principles, policies, methods or procedures, other than as required by GAAP;

(l) had a Material Adverse Effect; or

(m) arrangement made to, for or with any employee or former employee of such Party or entered into any agreement, other than this Plan of Merger, to take any action specified by this Section 3.5.

3.6. Legal Compliance. 26.2 has materially complied and is currently in material compliance with all applicable Laws, and no action, suit, grievance, proceeding, hearing, charge, complaint, claim, demand, or notice has been filed, commenced or, to the Knowledge of 26.2, threatened against any of them alleging any failure so to comply.

3.7. Tax Matters.

(a) Tax-Exempt Status. 26.2 (i) is now, and at all times since the date of its initial organization has been, organized and operated exclusively for tax-exempt purposes

within the meaning of Code Section 501(c)(3); (ii) obtained IRS recognition of such tax-exempt status in the form of an IRS determination letter confirming such status, for the period beginning as of the date of its initial organization; and (iii) is not now and has never been a private foundation within the meaning of Code Section 509(a). 26.2's character, organizational purposes, activities and methods of operation continue to be substantially as described in the organization's application for recognition of tax-exempt status under Code Section 501(c)(3).

(b) *Provision For Taxes.* The provision made for Taxes in the Recent Financial Statements is sufficient for the payment of all Taxes at the date of the Recent Financial Statements, and for all periods prior thereto. Since the date of the Recent Financial Statements, 26.2 has not incurred any Taxes other than Taxes incurred in the Ordinary Course of Business consistent in type and amount with the past practices of 26.2.

(c) *Tax Returns Filed.* All Tax Returns required to be filed by or with respect to 26.2 for Pre-Effective Time Periods have been or will have been accurately prepared in all material respects, and have been or will have been duly and timely filed. Such Tax Returns are or will be complete, correct and accurate in all material respects and all Taxes (including Taxes withheld from employees' salaries and all other withholding Taxes and obligations and all deposits required to be made by or with respect to the Party with respect to such withholding Taxes or otherwise), interest, penalties, assessments and/or deficiencies due prior to the Effective Time with respect to any Pre-Effective Time Period of the Party have been or will have been timely paid, or to the extent not due and payable as of the Effective Time, adequate provision for the payment thereof has been or will be made on the financial statements or the books of account of such Party in conformance with GAAP consistently applied, and 26.2 has no liability for Taxes in excess of the amount so paid or reserves so established.

(d) *Tax Audits.* No claim has ever been made by an authority in a jurisdiction in which 26.2 does not file Tax Returns that it is or may be subject to taxation by that jurisdiction or authority. With respect to each Pre-Effective Time Period applicable to 26.2, such taxable period either (i) has been audited by the Internal Revenue Service or other taxing authority, and such audit has been completed without the issuance of any notice of deficiency or similar notice of additional liability, (ii) has not been audited or investigated by the Internal Revenue Service or other taxing authority, no audit is pending with respect to such period and no issue has been raised by the Internal Revenue Service or other taxing authority with respect to such period that if determined adversely should result in the assertion of any deficiency for Taxes, or (iii) the time for assessing or collecting income tax with respect to each such taxable period has closed and such taxable period is not subject to review by the Internal Revenue Service or such other taxing authority. 26.2 has not been granted or requested a grant of waivers of any statutes of limitations applicable to any claim for Taxes.

(e) *State Registrations.* 26.2 is duly registered with appropriate state charity agencies to the extent required under applicable Law.

(f) *Other.* 26.2 has not (i) filed any consent or agreement under Section 341(f) of the Code, (ii) applied for any Tax ruling (other than its Form 1023), or (iii) entered into a closing agreement with any taxing authority.

(g) *Tax Liens.* There are no material Liens for Taxes, except for Permitted Liens, on any assets of 26.2

(h) *Absence of Certain Relationships.* 26.2 has not been a member of an Affiliated Group or filed or been included in a combined, consolidated or unitary Tax Return. 26.2 is not a party to any Tax sharing agreement.

3.8. Real Property.

(a) 26.2 does not own, and at no time has owned, any real property.

(b) Schedule 3.8(b) lists all real property leased or subleased from or to 26.2, the name of the third party lessor or lessee and the date of the lease and all amendments thereto (the "Leased Property"). 26.2 has delivered to the DF correct and complete copies of the leases and subleases and all amendments thereto (collectively, the "Property Leases").

3.9. Intellectual Property.

(a) Schedule 3.9(a) lists all material Proprietary Rights in which 26.2 claims an ownership interest (collectively, "Party Owned IP").

(b) 26.2 owns all right, title and interest in and to all Party Owned IP, including without limitation the right to sue and recover for infringement or misappropriation thereof.

(c) To the Knowledge of 26.2, no employee, consultant or independent contractor of 26.2 has developed any Proprietary Right, or any embodiment thereof, for 26.2 that is subject to any agreement under which such Person has assigned or otherwise granted to any third party any rights in or to such Proprietary Right or embodiment.

3.10. Condition of Tangible Assets. The Tangible Assets, including without limitation those items listed in Schedule 3.10; (i) have been maintained in the Ordinary Course of Business; (ii) constitute all of the tangible assets that are necessary for the operation of the Business as presently conducted; and (iii) and, taken as a whole, are free from material defects and in good operating condition and repair (subject to normal wear and tear), considering their age and operational use.

3.11. Title to Tangible Assets. 26.2 has legal and valid title to all of the Tangible Assets, free and clear of all Liens, other than Permitted Liens.

3.12. Contracts. Schedule 3.12 details each written and oral agreement, contract, instrument or other binding commitment or arrangement providing for payments or other consideration in excess of Ten Thousand U.S. Dollars (\$10,000) per annum to which 26.2 is a party (each a "Material Agreement"). With respect to each Material Agreement (i) the applicable agreement is legal, valid, binding, enforceable against 26.2, and, to the Knowledge of 26.2, the other parties thereto, and is in full force and effect in all material respects; (ii) 26.2 is not in material breach or default thereunder, and, to the Knowledge of 26.2, no other party to any such agreement is in material breach or default thereunder and no event has occurred which with

notice or lapse of time would reasonably be expected to constitute a material breach or default, or permit termination, modification, or acceleration, under the agreement; (iii) 26.2 has not repudiated any material provision of the agreement, and has not received notice of any repudiation of any material provision of the agreement by any other party to such agreement; (iv) 26.2 has performed, in all material respects, all requirements to be performed by it under each of such agreements; (v) 26.2 has not received any written notice that it has violated, defaulted or breached under any of such agreements and has not provided any other party with notice of any alleged violation, default, or breach by such other party under any such agreement; and (vi) 26.2 has not received any notice that any other party intends to terminate, or elect not to renew, any such agreement. Except as detailed in Schedule 3.12, 26.2 is not required to obtain any authorization, waiver, license, consent, or approval of, or make any declaration, filing or registration with, any other party to any such agreement in connection with the execution, delivery and performance of this Plan of Merger and the consummation of the transactions contemplated hereby.

3.13. Insurance. Schedule 3.13 sets forth all insurance policies maintained by 26.2. With respect to each such insurance policy: (i) the policy is legal, valid, binding, enforceable, and in full force and effect in all material respects; (ii) 26.2 is not in material breach or default thereunder, and, to the Knowledge of 26.2, no other party to any such agreement is in material breach or default thereunder and no event has occurred that with notice or the lapse of time would reasonably be expected to result in a material breach or default, or permit termination, modification or acceleration, under the policy; (iii) 26.2 has not repudiated any material provision thereof; (iv) all premiums due and payable thereon have been paid and 26.2 has not received any written notice of cancellation, amendment or dispute as to coverage with respect thereto; and (v) there are no potential claims known by 26.2 that have not yet been asserted against any such insurance policy (whether or not the deductible or other co-payments or risk sharing has been reserved therefor).

3.14. Litigation. Schedule 3.14 sets forth each instance in which 26.2 or any of its assets or properties or directors or officers in their capacity as such (i) is subject to any outstanding injunction, judgment, order, decree, ruling, settlement, claim or charge or (ii) is a party or, to the Knowledge of 26.2, is threatened to be made a party to any action, suit, proceeding, or hearing, or investigation of, in, or before any Authority or before any arbitrator. There are no actions, suits, proceedings, hearings or, to the Knowledge of 26.2, investigations against 26.2 pending, or to the Knowledge of 26.2, threatened, which seek to question, delay, or prevent the consummation by 26.2 of, or would reasonably be expected to impair the ability of 26.2 to consummate, the transactions contemplated hereunder.

3.15. Licenses and Permits. Schedule 3.15 lists all material Licenses and Permits held by 26.2. 26.2 has all material Licenses and Permits which are required to carry on its businesses as the business is now conducted. All material Licenses and Permits held by or issued to 26.2 are full force and effect and 26.2 is in material compliance with all requirements in connection therewith. Except as set forth in Schedule 3.15, there are no pending or, to the Knowledge of 26.2, threatened proceedings seeking to limit, modify or rescind any material Licenses and Permits and the same will not be subject to suspension modification or revocation or require the consent of or the transfer or reissuance by any Authority as a result of this Plan of Merger or the consummation of the transactions contemplated hereby.

3.16. No Other Agreements. 26.2 has no legal obligation, whether absolute or contingent, to any other Person to sell all or substantially all its assets or to effect any merger, consolidation, business combination, recapitalization, liquidation or other reorganization of 26.2 or to enter into any agreement with respect thereto.

ARTICLE IV

EFFECTIVE TIME OF THE MERGER

The Parties shall promptly file appropriate Articles of Merger, in substantially the same form as attached as Exhibit "B" hereto, and such other or further documents as may be necessary or desirable in connection therewith, with the Florida Department of State, Division of Corporations in accordance with Section 617.1105 Florida Statutes (2015), and (ii) the Merger shall be effective upon the later of filing of the Articles of Merger with the Florida Department of State or 12:01 a.m. on April 1, 2016 (the "Effective Time").

ARTICLE V

MISCELLANEOUS

5.1. Applicable Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Florida.

5.2. Counterparts. This Plan of Merger may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all of which counterparts together shall constitute the same instrument. Delivery of a facsimile of a manually executed counterpart hereof via facsimile transmission or by electronic mail transmission, including but not limited to an Adobe file format document (also known as a PDF file), shall be as effective as delivery of a manually executed counterpart hereof.

5.3. Assignment. This Plan of Merger and the right, title and interest hereunder may not be assigned by any Party hereto.

5.4. Further Assurances. After the Effective Time, each Party shall, upon request of another Party, at any time and from time to time, execute, acknowledge, deliver and perform all such further acts, deeds and instruments of further assurance as may be reasonably deemed necessary or advisable to carry out the provisions and intent of this Plan of Merger, provided, that, if 26.2 shall consider, or be advised that, any further assignments, assurances or any other acts are necessary or desirable to vest, perfect or confirm, of record or otherwise, in 26.2, title to and possession of any property or right of any DF acquired by reason of, or as a result of, the Merger, DF shall be deemed to have granted to 26.2 an irrevocable power of attorney to execute and deliver all such assignments and assurances and to do all acts necessary or proper to vest, perfect or confirm title to, and possession of, such property or rights in 26.2, and the officers of 26.2 are fully authorized in the name of DF to take any and all such actions.

5.5. Binding Effect. The provisions of this Plan of Merger shall extend to, bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

Notwithstanding anything stated to the contrary in this Plan of Merger, this Plan of Merger is intended solely for the benefit of the Parties and is not intended to, and shall in no way create enforceable third party beneficiary rights.

5.6. Construction. This Plan of Merger shall be construed without regard to any presumption or rule requiring construction against the Party causing this Plan of Merger to be drafted. All terms and words used in this Plan of Merger, regardless of the number or gender in which they are used, shall be deemed to and shall include any other number or gender as the context may require.

5.7. Entire Plan of Merger; Amendment. This Plan of Merger and any supplemental or amending agreements to be entered into prior to the Effective Time shall constitute the entire agreement of the Parties and supersede all negotiations, preliminary agreements and prior or contemporaneous discussions and understandings of the Parties in connection with the subject matter hereof. The Parties specifically acknowledge that in entering into and executing this Plan of Merger, the Parties rely solely upon the representations, warranties, covenants and agreements contained herein and no others. No changes in or additions to this Plan of Merger shall be recognized unless and until made in writing and signed by all Parties. Notwithstanding the forgoing, each Party agrees and understands that no provision of this Plan of Merger supersedes or terminates any provision on confidentiality or similar restrictive covenants contained in any prior agreement to which the Parties have entered into.

5.8. Waiver. Any Party may waive the benefit of a term or condition of this Plan of Merger and such waiver shall not be deemed to constitute the waiver of another breach of the same, or any other, term or condition.

5.9. Headings. The headings in this Plan of Merger are for reference purposes only and shall not affect the meaning or interpretation of any provision of this Plan of Merger. Any matter disclosed in any Schedule shall be deemed set forth and disclosed for all purposes of the Schedules to the extent its application to another Schedule is reasonably apparent on its face and without further investigation.

5.10. Notices. All notices, demands and requests required to be given or which may be given shall be in writing and shall be deemed to have been properly given (i) if delivered personally or by electronic mail, on the date of such delivery, (ii) if sent by United States registered or certified mail, return receipt requested, postage prepaid, on the date of delivery as evidenced by such receipt, or (iii) upon delivery by Federal Express or a similar overnight courier service which provides evidence of delivery, on the date of delivery as so evidenced, if addressed as follows:

If to DF(prior to the Effective Time):

Attention: Donna Deegan
1015 Atlantic Blvd. #144
Atlantic Beach, FL 32233
E-mail: ddeegan@comcast.net

If to 26.2:

Attention: Kirstin Sabia, Chairman
11762 Marco Beach Drive Suite 6
Jacksonville, FL 32224
E-mail: kirstensabia@pgatourhq.com

5.11. Fees and Expenses. Whether or not the transactions contemplated hereby are consummated and except as otherwise expressly provided herein, the fees and expenses incurred by each Party in connection with the transactions contemplated hereby shall be borne by that Party.

5.12. Jurisdiction of Disputes. Venue for any legal action arising out of this Plan of Merger shall be in Duval County, Florida and jurisdiction shall be vested exclusively in the Circuit Court of the Fourth Judicial Circuit in and for Duval County, Florida (or if the Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting without jury, in said county and having subject matter jurisdiction). The Parties hereby consent to the jurisdiction of such court in any matter so to be submitted to it. The Parties agree that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum. Process in any action or proceeding referred to in the first sentence of this Section 5.12 may be served on any party anywhere in the world.

5.13. Severability. If any term or provision of this Plan of Merger or the application thereof to any person or circumstance is held to be invalid or unenforceable for any reason, the remainder of this Plan of Merger, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Plan of Merger will be valid and be enforced to the fullest extent permitted by law, but only to the extent the same continues to reflect fairly the intent and understanding of the Parties expressed by this Plan of Merger taken as a whole. The use of headings does not limit the terms of this Plan of Merger.

5.14. Governing Law. This Plan of Merger shall be construed in accordance with the internal laws of the State of Florida without regard to conflict of laws principles.

5.15. Waiver of Jury Trial. As a material inducement for this Plan of Merger, each Party, by signing this Plan of Merger, knowingly and voluntarily, intentionally, and irrevocably waives all right to a trial by jury of any issues so triable, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise. The Parties agree that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement among the Parties irrevocably to waive trial by jury and that any action or proceeding whatsoever between them relating to this Plan of Merger or any transaction contemplated hereby shall instead be tried in a court of competent jurisdiction by a judge sitting without a jury.

5.16. Role of Foley & Lardner LLP. The Parties acknowledge and agree that Foley & Lardner LLP ("Foley") has acted as legal counsel to 26.2 and DF for the sole and

limited purpose of drafting the appropriate legal documents to merge the two entities as a matter of Florida Not for Profit law. Foley has not provided advice, express or implied, regarding the desirability of the Merger or the potential advantages, disadvantages, risks or rewards. The Parties understand they have the right to consult with independent legal counsel and have been afforded the opportunity to consult separate counsel. Foley has advised 26.2 and DF of the conflict of interest and both 26.2 and DF have irrevocably and unconditionally waived the conflict of interest and authorized Foley to proceed in this matter.

ARTICLE VI

DEFINITIONS

Certain Defined Terms. As used herein, in addition to terms otherwise defined herein, the terms below shall have the following meanings:

"Affiliate" means, with respect to any Person, any other Person who controls, is controlled by, or is under common control with, such Person. The term "control" means the possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

"Affiliated Group" means any affiliated group within the meaning of Section 1504(a) of the Code or any similar group defined under a similar provision of state, local or foreign law.

"Authority" means any federal, state, local or foreign governmental, regulatory or administrative body, agency, department, board, commission or authority, any court or judicial authority, any public, private or industry regulatory authority, whether federal, state, local, foreign or otherwise, or any Person lawfully empowered by any of the foregoing to enforce or seek compliance with any applicable Law.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"GAAP" means generally accepted accounting principles in the United States of America, as in effect from time to time.

"Hazardous Substance" means all pollutants, contaminants, chemicals, wastes, and any other carcinogenic, ignitable, corrosive, reactive, toxic or otherwise hazardous substances or materials (whether solids, liquids or gases) subject to regulation, control or remediation under Environmental Laws. By way of example only, the term Hazardous Substances includes petroleum, urea formaldehyde, flammable, explosive and radioactive materials, PCBs, pesticides, herbicides, asbestos, sludge, slag, acids, metals, solvents, medical wastes, and waste waters.

"IRS" means the Internal Revenue Service.

"Knowledge" means any fact or information which is actually known, or would have been known, after reasonable inquiry by the Person to whom such knowledge is ascribed and, with respect to a Person that is not an individual, only the executive officers and directors of such

Person; provided, however, that the term "after reasonable inquiry" shall not require such Person to initiate an inquiry of any third parties or any other Person who is not directly supervised by such Person responsible for such inquiry.

"Law" means any federal, state, local or foreign law, statute, ordinance, decree, requirement, code, order, judgment, rule or regulation, including, but not limited to, the terms of any license or Permit issued by any Authority.

"Lien" means any claim, lien, pledge, option, charge, easement, deed of trust, security interest, mortgage, right-of-way, encroachment, encumbrance, restriction on transfer (such as a right of first refusal or other similar rights but not including any restrictions on transfer arising under federal or state securities laws), defect of title or other similar right of any third party whether voluntarily incurred or arising by operation of law, and includes any agreement to give any of the foregoing in the future, and any contingent sale or other title retention agreement or lease in the nature thereof.

"Material Adverse Effect" means, with respect to any Party, any change, circumstance or effect that, individually or in the aggregate, has, or would reasonably be expected to have, a material adverse effect on the business, assets, operations, properties or condition (financial or otherwise) of the Party taken as a whole or which would reasonably be expected to materially impair or materially delay the ability of the Party to consummate the obligations of such Party contemplated by this Plan of Merger, other than (i) effects resulting from the execution or announcement of this Plan of Merger, or any action or failure to act if such action or failure to act is explicitly required by this Plan of Merger, (ii) changes in general economic, financial, regulatory or market conditions in the United States of America, or (iii) recurring seasonal changes, circumstances or effects.

"Ordinary Course of Business" means the ordinary course of business consistent with past practice.

"Permits" means all licenses, permits, franchises, approvals, authorizations, consents or orders of, or filings with, any Authority.

"Permitted Liens" means: (i) Liens for Taxes not yet due and payable or for Taxes that the taxpayer is contesting in good faith through appropriate proceedings for which adequate reserves are being maintained on the Recent Financials in accordance with GAAP; (ii) mechanics and similar statutory liens incurred in the Ordinary Course of Business, (iii) purchase money Liens and Liens securing rental payments under capital lease arrangements, and (iv) other Liens arising in the Ordinary Course of Business and not incurred in connection with the borrowing of money, which in the case of any such Liens pursuant to the foregoing clauses (i) through (iv), in each case, do not materially detract, individually or in the aggregate, from the value of, materially interfere with, or otherwise materially affect the present use and enjoyment of the asset or property subject thereto or affected thereby.

"Person" means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust, joint venture, association or other organization, whether or not a legal entity, or any Authority.

"Pre-Effective Time Period" means any taxable period or partial taxable period ending on or before the Effective Date. For any taxable period of the Party that does not end on the Effective Date, there shall be a deemed short taxable period ending on and including such date and a second deemed short taxable period beginning on and including the day after such date. For purposes of allocating gross income and deductions between deemed short taxable periods, all amounts of income and deduction shall be deemed to have accrued pro rata during the Party's actual taxable year on a consolidated basis, except for items of income or loss arising from an extraordinary event, which shall be reflected in the period in which such event occurred.

"Proprietary Rights" means any or all of the following, and all rights in, arising out of or associated therewith: (i) patents, patent applications, patent disclosure and inventions (whether patentable or unpatentable and whether or not reduced to practice) including all reissues, divisions, renewals, extensions, provisionals, confirmations and confirmations-in-part thereof, (ii) trademarks, service marks, trade dress, trade names, logos, slogans, corporate names and Internet domain names, and registrations and applications for registration thereof, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works, and registrations and applications for registration thereof, (iv) computer software in source and object code and all enhancements, modifications and derivative works thereto, data bases and documentation, and (v) trade secrets and other confidential information (including ideas, formulae and compositions), know-how, processes, techniques, research and development information, drawings, specifications, computer models, pricing and cost information, designs, plans, proposals, data, financial, business and marketing plans and customer and supplier lists and information.

"Subsidiary" or "Subsidiaries" means any Person with respect to which the specified Person (or a Subsidiary thereof) (i) owns a majority of the common stock or other equity ownership of such Person, or (ii) has the power to vote or direct the voting of sufficient securities to elect a majority of the directors or similar governing body of such Person.

"Tangible Assets" means all machinery, equipment, furniture, fixtures, leasehold improvements, inventory, supplies, records, customer lists, and other tangible personal properties and assets used or held for use by DF in the conduct of its business.

"Tax" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs, duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not, and any amounts payable pursuant to the determination or settlement of an audit.

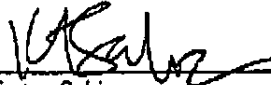
"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

[Signature Page Follows.]

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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Plan of Merger to be executed by their respective duly authorized officers as of the date first above written.

**26.2 WITH DONNA THE NATIONAL
MARATHON TO FINISH BREAST
CANCER, INC.,**
a Florida not-for-profit corporation

By: 
Name: Kirsten Sabia
Title: Chairman

THE DONNA FOUNDATION, INC.,
a Florida not-for-profit corporation

By: _____
Name: Donna Deegan
Title: Chairman and President

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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Plan of Merger to be executed by their respective duly authorized officers as of the date first above written.

**26.2 WITH DONNA THE NATIONAL
MARATHON TO FINISH BREAST
CANCER, INC.,**
a Florida not-for-profit corporation

By: _____
Name: Kirsten Sabia
Title: Chairman

THE DONNA FOUNDATION, INC.,
a Florida not-for-profit corporation

By: *Donna Deegan* _____ Date: 2016.03.30
13:23:01 -04'00'
Name: Donna Deegan
Title: Chairman and President

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EXHIBIT A

Amendment to 26.2 Articles of Incorporation

See attached.

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ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
26.2 WITH DONNA THE NATIONAL MARATHON TO FINISH BREAST CANCER, INC.

(Document No.: N08000003389)

Pursuant to the provision of Section 617.1006, Florida Statutes, 26.2 With Donna The National Marathon to Finish Breast Cancer, Inc., a Florida not for profit corporation (the "Corporation"), adopts the following amendments to its Articles of Incorporation:

1. Section 1.1 of Article I shall be deleted in its entirety and the following shall be inserted in its stead:

"Section 1.1 Name. The name of the corporation is "The Donna Foundation, Inc."

2. Section 2.1 of Article II shall be deleted in its entirety and the following shall be inserted in its stead:

"Section 2.1 Purposes. The corporation is organized exclusively for charitable and educational purposes, including the promoting of awareness of breast cancer related information and the making of distributions to individuals living with breast cancer and organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or any corresponding section of any future federal tax code. Specifically, the corporation is organized for the purpose of raising funds for organizations funding the critical needs of women with breast cancer and/or to support charitable organizations dedicated to research and eradication of breast cancer, and to undertake such activities as will further the general purposes described herein. "

The effective date of this Amendment shall be the date that they are filed with the Secretary of State.

There are no members of the Corporation. This Amendment was adopted by the Board of Directors on March 14, 2016.

26.2 With Donna The National Marathon to
Finish Breast Cancer, Inc.

By: Kirsten Sabla
Name: Kirsten Sabla
Title: Chairman

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