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MERGER OR SHARE EXCHANGE

Magnakron Corporation

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ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, Florida Statutes.

FIRST: The name and jurisdiction of the Surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/applicable)
<u>MAGNAKRON CORPORATION</u>	<u>Florida</u>	_____

SECOND: The name and jurisdiction of the Merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/applicable)
<u>Magna-Kron Corp., Ltd.</u>	<u>New Jersey</u>	_____

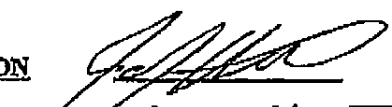
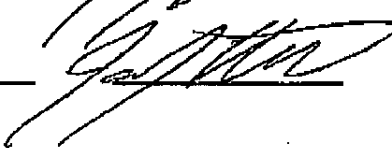
THIRD: The Plan and Agreement of Merger is attached.

FOURTH: The merger shall become effective on or about December 1, 2010, or the date the Articles of Merger are filed with the Florida Department of State.

FIFTH: The Plan of Merger was adopted by the board of directors and shareholders of the surviving corporation on October 26, 2010.

SIXTH: The Plan of Merger was adopted by the board of directors and shareholders of the merging corporation on October 26, 2010.

SEVENTH: SIGNATURES OF SURVIVING AND MERGING CORPORATION

<u>Name of Corporation</u>	<u>Signature of Officer</u>	<u>Typed or Printed Name of Individual & Title</u>
<u>MAGNAKRON CORPORATION</u>		<u>James Kronenthal, President</u>
<u>Magna-Kron Corp., Ltd.</u>		<u>James Kronenthal, President</u>

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Agreement" or "Plan of Merger") is approved and entered into as of this 26th day of October, 2010, by and between Magna-Kron Corp., Ltd., a New Jersey corporation ("Magna"), and MAGNAKRON CORPORATION, a Florida corporation ("MAGNAKRON" or "Surviving Corporation"). Magna and MAGNAKRON are referred to collectively as the Merging Corporations.

WITNESSETH:

WHEREAS, the Merging Corporations are desirous of merging their businesses pursuant to a merger that will qualify as a tax-free reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, it is the opinion of the respective Board of Directors of Magna and MAGNAKRON that it is advisable and for the best welfare and advantage of such corporations and their shareholders that the merger of the Merging Corporations be accomplished in the manner and upon the terms and conditions hereinafter set forth ("Merger").

NOW, THEREFORE, for the purpose of effecting such Merger and prescribing the terms and conditions thereof, the Merging Corporations hereto agree, for and in consideration of the premises and of the mutual agreements, provisions, covenants, and grants herein contained and in accordance with the provisions of the New Jersey Business Corporation Act and Florida Business Corporation Act that: (i) Magna shall be merged with and into MAGNAKRON, which shall be the Surviving Corporation; (ii) the terms and conditions of the Merger hereby agreed upon, the mode of carrying the Merger into effect, and the manner of converting the shares of stock presently outstanding of Magna into shares of the Surviving Corporation shall be as hereinafter set forth; and (iii) the Certificate of Incorporation and the By-Laws of the Surviving Corporation shall, upon the effective date of this Agreement, be and be deemed to as hereinafter set forth.

I. Merging Corporations. The names of the Merging Corporations merging are Magna, a New Jersey corporation, and MAGNAKRON, a Florida corporation.

II. Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date of the Merger shall be MAGNAKRON, a Florida corporation.

III. Shares.

(A) The authorized capital stock of Magna, a New Jersey corporation, consists of 2,500 shares of no par value common stock and 100 shares are issued and outstanding.

(B) The authorized capital stock of MAGNAKRON, a Florida corporation, consists of 2,500 shares of no par value common stock represented by 100 Class A Voting Shares and 2,400 Class B Non-Voting Shares with 100 Class A Voting Shares and 900 Class B Non-Voting Shares being issued and outstanding.

(C) The number of issued and outstanding shares of stock of Magna and MAGNAKRON will not be subject to change prior to the Effective Date of the Merger.

IV. Plan of Merger. The terms and conditions of the Plan of Merger are as follows:

(A) Magna shall be merged with and into MAGNAKRON.

(B) The Effective Date of the Merger shall be December 1, 2010, or the dates of filing of the Certificate of Merger with the New Jersey Department of the Treasury and Articles of Merger with the Florida Department of State, whichever is later ("Effective Date").

(C) From and after the Effective Date of the Merger:

(1) Magna shall cease to exist and MAGNAKRON shall be the Surviving Corporation.

(2) Until altered, amended, or repealed as provided therein, the Certificate of Incorporation and the By-Laws of MAGNAKRON as then in effect, shall be the Certificate of Incorporation and the By-Laws of the Surviving Corporation.

(3) The first annual meeting of the shareholders of the Surviving Corporation held after the Effective Date shall be the next annual meeting of shareholders as provided in the By-Laws of the Surviving Corporation.

(4) All persons who as of the Effective Date are officers and directors of MAGNAKRON shall be the officers and directors of the Surviving Corporation, and they shall hold office until the next annual meeting of shareholders of the Surviving Corporation after the Effective Date and until their successors are elected and duly qualify, subject to the provisions of law, the Certificate of Incorporation, and the By-Laws of the Surviving Corporation.

(5) The first regular meeting of the Board of Directors of the Surviving Corporation shall be held immediately following the next annual meeting of shareholders of the Surviving Corporation at which Directors of the Surviving Corporation are elected.

(6) The Surviving Corporation shall possess all the rights, privileges, powers, and franchises of a public and private nature, belonging to Magna prior to the Effective Date, subject to all of the restrictions, disabilities, and the duties of Magna, and the property, real, personal, and mixed, including all patents, trademarks, trademark registrations, and applications for registrations, and applications for registration of trademarks, together with the goodwill of the business in connection with which such patents and trademarks are used, and all debts due on whatever account, including subscriptions to shares, and all other choses in action and all and every other interest of, or belonging to or due to Magna shall be deemed to be transferred to and vested in the Surviving Corporation without further act or deed, and the title to any real estate, or any interest therein vested in Magna shall not revert or be in any way impaired by reason of the Merger. The Surviving Corporation shall be responsible and liable for all liabilities and obligations of Magna and any claims existing or action or proceeding pending by or against Magna, may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in place of Magna and neither the rights of creditors, nor any liens upon the property of Magna shall be impaired by the Merger. The Surviving Corporation shall execute and deliver all documents which may be required for it to assume or otherwise comply with outstanding obligations of Magna.

(7) (i) All 100 issued and outstanding shares of no par value common stock of Magna, which shall be issued and outstanding immediately prior to the Effective Date of the Merger, shall automatically be cancelled. The issued and outstanding 100 Class A Voting Shares and 900 Class B Non-Voting Shares of no par value common stock of MAGNAKRON shall thereupon constitute the sole issued and outstanding stock of the Surviving Corporation and shall thereupon represent the combined capital theretofore pertaining to all of the Merging Corporations as of the Effective Date.

(ii) Upon the Effective Date of the Merger, the issued and outstanding number shares of MAGNAKRON shall remain unchanged and will be solely owned by the following shareholder:

<u>SHAREHOLDER</u>	<u>SHARES OWNED</u>
JAMES KRONENTHAL	100 Class A Voting Shares 900 Class B Non-Voting Shares

V. Approval. This Plan of Merger shall be contingent upon adoption and approval by the Board of Directors and shareholders of both Magna and Surviving Corporation as provided by the laws of the States of New Jersey and Florida.

VI. Effective Date. The Effective Date of this Merger shall be December 1, 2010 or the dates of filing of the Certificate of Merger with the New Jersey Department of the Treasury and Articles of Merger with the Florida Department of State, whichever is later.

VII. Further Action. The Board of Directors and officers of the Surviving Corporation shall be and are hereby authorized, directed and empowered to make, execute, deliver and file any and all instruments, declarations, conveyances, papers and documents which shall be or shall hereafter become necessary or proper or convenient to carry out or put into effect any of the provisions of the Plan of Merger, as herein provided for and as required by the laws of the States of New Jersey and Florida.


VIII. Miscellaneous.

(A) Amendment. This Agreement and Plan of Merger shall not be modified or amended except by means of a writing signed by the shareholders and one or more duly authorized officers of each of the Merging Corporations.

(B) Governing Law. This Agreement shall in all respects be subject to, and governed by, the laws of the States of New Jersey and Florida.

IN WITNESS WHEREOF, the Merging Corporations have caused this Agreement to be executed by their respective officers as of the day and year first above written.

ATTEST:



IRENE DAVISON, SECRETARY

MAGNA-KRON, CORP.

By: 

JAMES KRONENTHAL, PRESIDENT

ATTEST:


ROBERT KRONENTHAL, SECRETARY
370656

MAGNAKRON CORPORATION

By: 

JAMES KRONENTHAL, PRESIDENT