

P11000100992

Florida Department of State
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**MERGER OR SHARE EXCHANGE
MARATHON PROJECTS, INC.**

| | |
|-----------------------|---------|
| Certificate of Status | 0 |
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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ARTICLES OF MERGER
OF
MARATHON PROJECTS, LTD.
WITH AND INTO
MARATHON PROJECTS, INC.

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TO: Florida Department of State
Division of Corporations

The following Articles of Merger are submitted in accordance with the Florida Business Corporations Act, pursuant to section 607.1105, Florida Statutes.

1. Name and Jurisdiction of Surviving Corporation.

Marathon Projects, Inc., a Florida corporation, Document Number P11000100992.

2. Name and Jurisdiction of Merging Corporation.

Marathon Projects, Ltd., a New Jersey corporation.

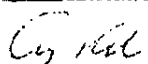
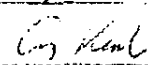
3. The Agreement and Plan of Merger is attached.

4. The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

5. Adoption of Merger by Surviving Corporation. The Plan of Merger was adopted by the shareholders of Marathon Projects, Inc. on December 9, 2011.

6. Adoption of Merger by Merging Corporation. The Plan of Merger was adopted by the shareholders of Marathon Projects, Ltd. on December 9, 2011.

7. Signatures of Each Corporation.

| <u>Name of Corporation</u> | <u>Signature of Officer</u> | <u>Name and Title</u> |
|----------------------------|---|-------------------------|
| Marathon Projects, Inc. |  | Craig Kalter, President |
| Marathon Projects, Ltd. |  | Craig Kalter, President |

Agreement and Plan of Merger

See attached.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") dated December 9, 2011, is by and between MARATHON PROJECTS, LTD., a New Jersey corporation ("Marathon NJ") and MARATHON PROJECTS, INC., a Florida corporation ("Marathon FL").

WITNESSETH:

WHEREAS, Marathon NJ shall be merged with and into Marathon FL and Marathon FL shall be the surviving company (the "Surviving Company");

WHEREAS, it is the intent of this Agreement that the merger provided for herein (the "Merger") shall take place pursuant to the applicable laws of the State of New Jersey and the State of Florida; and

WHEREAS, the shareholders and directors of Marathon NJ and Marathon FL deem the merger desirable and in the best interests of their respective corporations and concurrently herewith, the shareholders and directors of Marathon NJ and Marathon FL have delivered their respective written consents adopting this Agreement and approving the Merger.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto have agreed and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I.

In accordance with the provisions of this Agreement and Section 14A-10 of the New Jersey Business Corporation Act and the Florida Business Corporation Act, section 607.1101 et. seq., Florida Statutes, Marathon NJ shall be merged with and into Marathon FL and Marathon FL shall be the Surviving Company.

ARTICLE II.

The Merger shall be effective (the "Effective Date") the date upon which the Certificate of Merger is filed with the State of New Jersey and the Articles of Merger are filed with the State of Florida.

ARTICLE III.

1. Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder of any shares of common stock of Marathon NJ, all of the issued and outstanding shares of common stock of Marathon NJ shall be cancelled.

2. Upon the Effective Date, all of the shares of common stock of the Surviving Entity in existence immediately prior to the Effective Date shall remain in existence, and such shares shall continue to represent all of the issued and outstanding shares of common stock of the Surviving Entity.

ARTICLE IV.

The Articles of Incorporation of the Surviving Company in effect on the Effective Date shall remain the Articles of Incorporation of the Surviving Company immediately following the Effective Date until altered, amended or repealed.

ARTICLE V.

The By-laws of the Surviving Company in effect on the Effective Date shall be the By-laws of the Surviving Company immediately following the Effective Date until altered, amended or repealed.

ARTICLE VI.

This Agreement may be terminated or abandoned at any time prior to the filing of the Certificate of Merger with the State of New Jersey and the Articles of Merger with the State of Florida by mutual written agreement of Marathon NJ and Marathon FL.

ARTICLE VII.

1. The directors of the Surviving Company immediately prior to the Effective Date shall be the directors of the Surviving Company immediately following the Effective Date, until such time as their respective successors are duly elected or appointed and qualified, or their earlier death, resignation or removal in accordance with the Articles of Incorporation and By-laws of the Surviving Company.

2. The officers of the Surviving Company immediately prior to the Effective Date shall be the directors of the Surviving Company immediately following the Effective Date, until such time as their respective successors are duly elected or appointed and qualified, or their earlier death, resignation or removal in accordance with the Articles of Incorporation and By-laws of the Surviving Company.

ARTICLE VIII.

On the Effective Date, the separate existence of Marathon NJ shall cease, and the existence and the identity of Marathon FL, as the Surviving Company, shall continue. The Surviving Company shall thereupon succeed, without other transfer, to all of the rights and property of Marathon NJ and shall be subject to all of the debts and liabilities of Marathon NJ in the same manner as if the Surviving Company had itself incurred

them. All rights of creditors and all liens upon the property of Marathon NJ shall be limited to the property affected thereby immediately prior to the Effective Date. Any action or proceeding pending by or against Marathon NJ may be prosecuted to judgment, which shall bind the Surviving Company, and the Surviving Company may be proceeded against or substituted in the place of Marathon NJ.

ARTICLE IX.

From time to time at and after the Effective Date, as and when requested by the Surviving Company or by its successors or assigns, Marathon NJ shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Company, and its successors or assigns, may deem necessary or desirable in order to vest in and confirm to the Surviving Company, and its successors or assigns, title to and possession of all the rights and property referred to in Article VIII hereof and otherwise to carry out the intent and purposes of this Agreement. If the Surviving Company shall at any time deem that any further assignments or assurances of law or any other acts are necessary or desirable to vest, perfect or confirm of record or otherwise the title to any property or to enforce any claims of Marathon NJ acquired by the Surviving Company pursuant to this Agreement, the officers of the Surviving Company at that time are hereby specifically authorized as attorneys-in-fact of Marathon NJ (this appointment being irrevocable as one coupled with an interest) to execute and deliver any and all such proper deeds, assignments and assurances of law and to do all such other acts, in the name and on behalf of the Surviving Company or otherwise, as such officers shall deem necessary or appropriate to accomplish such end.

ARTICLE X.

1. For the convenience of the parties hereto, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument and all such counterparts shall together constitute the same agreement. This Agreement may be signed by pdf or facsimile.

2. This Agreement shall not be altered or otherwise amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto, which instrument, when so executed and delivered, shall thereupon become a part of this Agreement as of the date hereof. Any amendment to this Agreement shall be approved by Marathon NJ and the Surviving Company.

3. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of New Florida. The filing requirements of the State of New Jersey and/or the State of Florida, as applicable.

shall govern all filings necessary or advisable to effect the intent and purposes of this Agreement.

4. Except as otherwise specifically provided herein, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or company, other than the parties hereto and their respective members or shareholders, any rights or remedies under or by reason of this Agreement except as allowed by applicable laws of the State of New Florida.

5. This Agreement embodies all of the representations, warranties, covenants and agreements of the parties in relation to the subject matter hereof, and no representations, warranties, covenants, understanding or agreements, oral or otherwise, in relation thereto exist between the parties hereto except as expressly set forth in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger the day and year first above written.

MARATHON PROJECTS, LTD., a New Jersey corporation

By: Craig Kalter
Name: Craig Kalter
Title: President

MARATHON PROJECTS, INC., a New Florida corporation

By: Craig Kalter
Name: Craig Kalter
Title: President