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MERGER OR SHARE EXCHANGE

Eastham Capital, Inc.

Certificate of Status	1
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**ARTICLES OF MERGER OF
EASTHAM CAPITAL, INC., A MASSACHUSETTS CORPORATION
INTO
EASTHAM CAPITAL, INC., A FLORIDA CORPORATION**

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations adopt the following Articles of Merger:

1. The names of the undersigned corporations are respectively:

 Eastham Capital, Inc., a Florida corporation
 Eastham Capital, Inc., a Massachusetts corporation
2. The name of the surviving corporation is Eastham Capital, Inc., a Florida corporation.
3. The Articles of Incorporation of Eastham Capital, Inc. shall continue as the Articles of Incorporation of Eastham Capital, Inc. as the surviving corporation.
4. The Plan of Merger attached hereto is Exhibit "A" and incorporated herein by reference was approved on August 1, 2015 by the shareholders and directors of Eastham Capital, Inc. in the manner described by the Florida Business Corporation Act, and was approved on August 1, 2015 by the shareholders and directors of Eastham Capital, Inc. in the manner described by the Massachusetts Business Corporation Act.
5. The merger shall be effective as of the close of business on August 1, 2015.

SIGNATURES FOLLOW IMMEDIATELY HEREINAFTER

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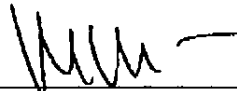
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Dated: August 1, 2015 **EASTHAM CAPITAL, INC.**


ATTESTED:

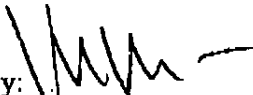

Its Secretary

By: 
Matthew Rosenthal, President

Dated: August 1, 2015 **EASTHAM CAPITAL, INC.**

ATTESTED:


Its Secretary

By: 
Matthew Rosenthal, President

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**EASTHAM CAPITAL, INC., A MASSACHUSETTS CORPORATION,
AND
EASTHAM CAPITAL, INC., A FLORIDA CORPORATION,
PLAN OF MERGER**

The following Plan of Merger, which was adopted and approved by each party to the merger in accordance with § 607.1103, Florida Statutes, is being submitted in accordance with § 607.1101, Florida Statutes:

FIRST: The exact name, form/entity, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Eastham Capital, Inc.	Massachusetts	Corporation

Second: The exact name, form/entity, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Eastham Capital, Inc.	Florida	Corporation

Third: The terms and conditions of the merger are as follows:

Matthew Rosenthal, Eric S. Silverman, Andrew Gordon and Robert L. Cohen are the sole shareholders of Eastham Capital, Inc., a Massachusetts corporation ("Massachusetts"). Matthew Rosenthal, Eric S. Silverman, Andrew Gordon and Robert L. Cohen are also the sole shareholders of Eastham Capital, Inc., a Florida corporation ("Florida"). The merger of Massachusetts and Florida will result in Matthew Rosenthal, Eric S. Silverman, Andrew Gordon and Robert L. Cohen continuing as the sole shareholders of the merged company and owning one hundred percent of the surviving party.

Fourth:

A. The manner and basis of converting the shares of each merging corporation into shares, obligations or other securities of the surviving corporation or, in whole or in part, into cash or other property.

Because Matthew Rosenthal, Eric S. Silverman, Andrew Gordon and Robert L. Cohen are the sole shareholders of Massachusetts and Florida Matthew Rosenthal, Eric S. Silverman, Andrew Gordon and Robert L. Cohen will continue as the sole shareholders of the surviving party. Therefore, there is no need to convert interests of the merged party into interests of the surviving party.

B. The manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property.

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None of the merged parties has any outstanding rights to acquire shares, obligations or other securities and therefore no conversion procedures are required.

Fifth: Statement of any changes in the articles of incorporation of Florida to be effected by the merger.

None

Sixth: Directors and Officers

The directors and officers of Florida on the effective date of the merger shall continue as the directors and officers of Florida for the full unexpired terms of their offices and until their successors have been elected or appointed and qualified.

Eighth: Approval by Shareholders and Board of Directors

This plan of merger has been approved by the shareholders and the boards of directors of the constituent corporations on August 1, 2015 by written consent in the manner provided by the applicable laws of the State of Florida.

Ninth: Other provisions, if any, relating to the merger are as follows:

The effective date of the merger is August 1, 2015.

The name and address of the President of the surviving party is:

Matthew Rosenthal
6001 Broken Sound Parkway, Suite 510
Boca Raton, FL 33487

Tenth: Execution of Agreement

This plan of merger may be executed in any number of counterparts, and each such counterpart shall constitute an original instrument.

Eleventh: Entire Agreement

This Agreement and the Articles of Merger of EASTHAM CAPITAL, INC., a Massachusetts corporation, into EASTHAM CAPITAL, INC., a Florida corporation constitute the entire Agreement between the parties and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

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Twelfth: Non-Waiver

A failure in any one or more instances of a party to insist upon performance of any of the terms, conditions or covenants of this Agreement, to exercise any right or privilege conferred in this Agreement or the waiver of any party of any breach of any of the terms, conditions or covenants, shall not be construed as a subsequent waiver of any such terms, conditions, covenants, rights, or privileges, but the same shall constitute and remain in full force and effort as if no such waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized party of the Waving party.

Thirteenth: Severability

The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

Fourteenth: Governing Law

This Agreement and the Articles of Merger shall be construed in accordance with the laws of the State of Florida.

Fifteenth: Binding Effect

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. Nothing in this Agreement, expressed or implied is intending to confer on any person other than the parties hereto and their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, including without limitation, third party beneficiary rights.

Sixteenth: Assignability

This Agreement shall not be assignable by either party without the prior written consent of the other party.

Seventeenth: Headings

The headings contained in the Agreement are for convenience and reference only and shall not affect the meaning or interpretation of this Agreement.

[SIGNATURES OF PARTIES ON FOLLOWING PAGE]

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Eighteenth: Signature(s) for each party:

EASTHAM CAPITAL, INC., a Massachusetts corporation

By: MM
Matthew Rosenthal, President

EASTHAM CAPITAL, INC., a Florida corporation

By: MM
Matthew Rosenthal, President

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