

480023

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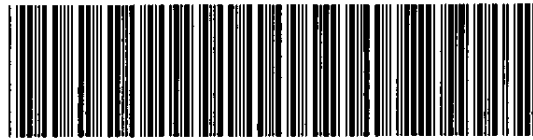
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(Document Number)

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TALLAHASSEE, FLORIDA

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Merger

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DATE: 5/1/2017

NAME: MEDUSIND INC

TYPE OF FILING: MERGER

COST:

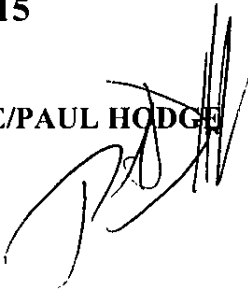
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\$70

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ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE



**ARTICLES OF MERGER
OF
MEDUSIND OF MIAMI, INC.
WITH AND INTO
MEDUSIND, INC.**

FILED
2017 MAY -1 AM 9:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger (these "Articles of Merger") are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

FIRST: THE SURVIVING PARTY

The name and jurisdiction of the surviving corporation (the "Surviving Corporation") is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Medusind Inc.	Florida	480023

SECOND: THE MERGING PARTY

The name and jurisdiction of the merging corporation (the "Merging Corporation") is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Medusind of Miami , Inc.	Florida	P01000053320

THIRD: A copy of the Agreement and Plan of Merger (the "Plan of Merger") is attached hereto as Exhibit A.

FOURTH: The merger of the Merging Corporation with and into the Surviving Corporation (the "Merger") shall become effective on May 1, 2017 ("Effective Date") or on the date and at the time that these Articles of Merger are filed with the Florida Department of State (the "Effective Time"). At the Effective Time, the Merging Corporation shall be merged with and into the Surviving Corporation.

FIFTH: The Plan of Merger was approved and adopted by the sole shareholder of the Surviving Corporation on February 14, 2017.

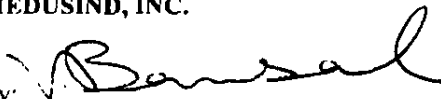
SIXTH: The Plan of Merger was approved and adopted by the sole shareholder of the Merging Corporation on February 14, 2017.

[Signatures on the following page]

IN WITNESS WHEREOF, the duly authorized officers of the Surviving Corporation and the Merging Corporation have executed and delivered these Articles of Merger as of May 1, 2017.

SURVIVING CORPORATION:

MEDUSIND, INC.

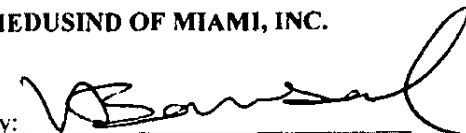
By: 

Name: Vipul Bansal

Title: Director & Group CEO

MERGING CORPORATION:

MEDUSIND OF MIAMI, INC.

By: 

Name: Vipul Bansal

Title: Director & Group CEO.

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this 1st day of May, 2017, by and between MEDUSIND OF MIAMI, INC., a Florida corporation (the "Merging Corporation"), and MEDUSIND INC., a Florida corporation (the "Surviving Corporation"). The Merging Corporation and the Surviving Corporation hereinafter sometimes referred to as the "Constituent Entities."

RECITALS:

WHEREAS, the parties desire that the Merging Corporation merge with and into the Surviving Corporation in a manner which conforms to Sections 607.1101, 607.1105 and 607.1109, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, hereinafter set forth, the parties hereto agree as follows:

1. Merger.

(a) **Merger.** The Merging Corporation shall merge with and into the Surviving Corporation (the "Merger") in accordance with the laws of the State of Florida (the "Applicable Law") and pursuant to the terms of this Agreement and Plan of Merger. The Surviving Corporation shall be the surviving entity in the merger.

(b) **Effective Date.** The merger shall become effective on the date and at the time that the Surviving Corporation files articles of merger with the Florida Department of State (in the manner contemplated by Section 607.1109, Florida Statutes), which filing, in any event, shall be made as of the date hereof (the "Effective Date").

(c) **Rights of the Surviving Corporation.** Upon the Effective Date: (i) the Merging Corporation and the Surviving Corporation shall become a single corporation and the separate existence of the Merging Corporation shall cease; (ii) the Surviving Corporation shall succeed to and possess all of the rights, privileges, powers and immunities of the Merging Corporation which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Merging Corporation, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Merging Corporation shall vest in the Surviving Corporation without further act or deed and the title to any real property or other property vested by deed or otherwise in the Merging Corporation shall not revert or in any way be impaired by reason of the Merger; (iii) all rights of creditors and all liens upon any property of the Constituent Entities shall be unimpaired; the Surviving Corporation shall be subject to all the contractual restrictions, disabilities and duties of the Constituent Entities; and all debts, liabilities and obligations of the respective Constituent Entities shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend

or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Entities; and (iv) without limitation of the foregoing provisions of this Section 1(c), all corporation acts, plans, policies, contracts, approvals and authorizations of the Constituent Entities, Boards of Directors, committees elected or appointed by the Boards of Directors, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation as they were with respect to the Constituent Entities.

(d) Articles of Incorporation and Bylaws.

i. From and after the Effective Date, the Articles of Incorporation of the Surviving Corporation, as in effect immediately prior to the Effective Date, will be the Articles of Incorporation of the Surviving Corporation, until altered, amended, or repealed in accordance with the laws of the State of Florida.

ii. From and after the Effective Date, the Bylaws of the Surviving Corporation, as in effect immediately prior to the Effective Date, will be the Bylaws of the Surviving Corporation, until altered, amended, or repealed in accordance with the laws of the State of Florida.

(e) Directors And Officers.

i. The number of directors of the Surviving Corporation immediately prior to the Effective Date will be the number of directors of the Surviving Corporation from and after the Effective Time, until such number is altered in accordance with the laws of the State of Florida. The directors of the Surviving Corporation immediately prior to the Effective Date will be the directors of the Surviving Corporation from and after the Effective Date and will hold office from and after the Effective Date in accordance with the Bylaws of the Surviving Corporation until their respective successors are duly appointed or elected and qualified.

ii. The officers of the Surviving Corporation immediately prior to the Effective Time will be the officers of the Surviving Corporation from and after the Effective Time and will hold the same offices from and after the Effective Time in accordance with the Bylaws of the Surviving Corporation until their respective successors are duly appointed or elected and qualified.

(f) Effect on Capital Stock. At the Effective Date, (a) all shares of capital stock of the Merging Corporation outstanding immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, shall be canceled and no consideration shall be issued in respect thereof; and (b) each share of capital stock of the Surviving Corporation outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to represent in the aggregate 100% of the issued and outstanding shares of capital stock in the Surviving Corporation.

2. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

(b) **Waivers and Amendments.** This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

(c) **Governing Law; Choice of Forum; WAIVER OF JURY TRIAL.** This Agreement will be construed in accordance with the laws of the State of Florida applicable to contracts executed and to be wholly performed within such State. Each Party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of the courts of the State of Florida sitting in Orange County, Florida and of the United States District Court for the Middle District of Florida for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby and each Party agrees not to commence any action, suit or proceeding relating thereto except in such courts. Each party further agrees that any service of process, summons, notice, or document by personal delivery or U.S. registered mail, return receipt requested, to its address set forth herein shall be effective service of process for any action, suit, or proceeding brought against it in any such court, such service to be effective five (5) days after such mailing. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit, or proceeding arising out of this Agreement or the transactions contemplated hereby in such courts, and irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any action, suit or proceeding brought in any such court has been brought in an inconvenient forum. **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS AGREEMENT OR THAT OTHERWISE RELATES TO THIS AGREEMENT.**

(d) **Headings.** The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

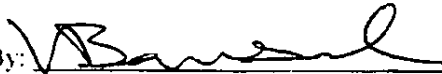
(e) **Severability of Provisions.** The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

(f) **Further Assurances.** Each party further agrees to use its reasonable best efforts to ensure that the purposes of this Agreement (and any related documents and agreements referred to herein) are realized and to take such further actions or steps, and execute and deliver (and, as appropriate, file) such further documents, certificates, instruments and agreements, as are reasonably necessary to implement the provisions of this Agreement.

(g) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

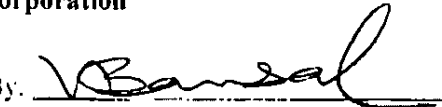
MEDUSIND INC., a Florida corporation

By: 

Name: Vipul Bansal

Title: Director and Group CEO

MEDUSIND OF MIAMI, INC., a Florida corporation

By: 

Name: Vipul Bansal

Title: Director and Group CEO