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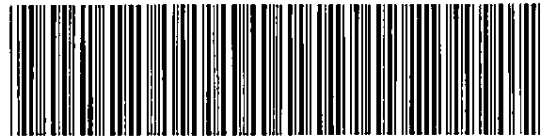
(Business Entity Name)

(Document Number)

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C. McNAIR

CT CORP[®]**3458 Lakeshore Drive, Tallahassee, FL 32312****850-656-4724****Date:** 5/20/2019

Acc#I20160000072

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Name:	DRS IMAGING SERVICES OF TEXAS, INC.
Document #:	
Order #:	11676123

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
	<input type="checkbox"/>		
Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:	
		Number of Certs:	

Filing: <input checked="" type="checkbox"/>	Certified: <input type="checkbox"/>
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Examiner _____
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W.P. Verifier _____
Ref# _____

Amount: \$ 192.50*175.00***Thank you!**

COVER LETTER

TO: Amendment Section
Division of Corporations

44 MAY 20 PM 1:00

SUBJECT: DRS Imaging Services of Texas, Inc.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Cliff Newman

Contact Person

DRS Imaging Services of Texas, Inc.

Firm/Company

43 Fadcm Road

Address

Springfield, NJ 07081

City/State and Zip Code

cnewman@drsimaging.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Christopher M. McNeill

Name of Contact Person

At (214) 866-0990

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

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)
DRS Imaging Services of Texas, Inc.	Texas, USA	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
DRS Imaging Services of Georgia Inc	GA, USA	
The DRS Group of Florida, Inc.	FL, USA	P01000095590
DRS Imaging Services of Virginia Inc.	VA, USA	
Documentary Reproduction Service Ltd.	NY, USA	

Third: The Plan of Merger is attached.

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

OR ____ / ____ / ____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on March 14, 2019

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on March 14, 2019

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

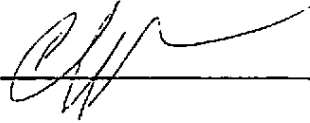
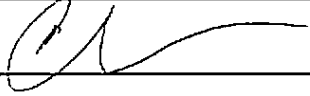
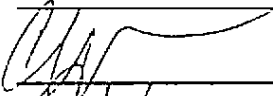
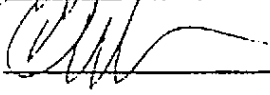
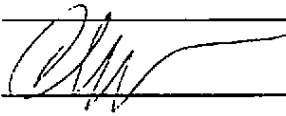
<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
DRS Imaging Services of Texas, Inc.		Cliff Newman, President
DRS Imaging Services of Georgia Inc		Cliff Newman, President
The DRS Group of Florida, Inc.		Cliff Newman, President
DRS Imaging Services of Virginia Inc.		Cliff Newman, President
Documentary Reproduction Service Ltd.		Cliff Newman, President

Exhibit A
Plan of Merger

The attached plan of merger is submitted in accordance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of March 14, 2019 (the "Execution Date"), by and among DRS Imaging Services of Texas, Inc., a Texas corporation ("DRS Texas"), DRS Imaging Services of Georgia Inc, a Georgia corporation ("DRS Georgia"), The DRS Group of Florida, Inc., a Florida corporation ("DRS Florida"), DRS Imaging Services of Virginia Inc., a Virginia corporation ("DRS Virginia"), and Documentary Reproduction Service Ltd., a New York corporation ("DRS New York"), and together with DRS Texas, DRS Georgia, DRS Florida and DRS Virginia, each a "Party" and collectively the "Parties").

RECITALS:

WHEREAS, the Boards of Directors of each of the Parties have proposed the merger of DRS Georgia, DRS Florida, DRS Virginia and DRS New York with and into DRS Texas, with DRS Texas surviving such merger (the "Merger"), pursuant to the Certificates of Merger to be filed with the respective offices of the Secretary of State of the States of each of Georgia, Florida, New York and Texas and the Virginia State Corporation Commission in the forms collectively set forth in Exhibit A hereto (the "Merger Certificates"), and the transactions contemplated hereby, in accordance with the applicable provisions of the statutes of the States of Georgia, Florida, Virginia, New York and Texas, as applicable, which permit such a merger, contingent upon satisfaction prior to closing of all of the terms and conditions of this Agreement; and

WHEREAS, the Parties desire to make certain representations, warranties and agreements in connection with the completion of the Merger.

NOW, THEREFORE, in consideration of the foregoing recitals, which shall be considered an integral part of this Agreement, and the covenants, conditions, representations and warranties hereinafter set forth, the Parties hereby agree as follows:

ARTICLE I

THE MERGER

1.01 The Merger. At the Effective Time (as hereinafter defined), and subject to the terms and conditions of this Agreement and the Merger Certificates, DRS Georgia, DRS Florida, DRS Virginia and DRS New York will be merged with and into DRS Texas, and DRS Texas will be the Surviving Entity. The term "Surviving Entity" appearing in this Agreement denotes DRS Texas after the consummation of the Merger. DRS Texas' existence, and all its purposes, powers, and objectives, will continue unaffected and unimpaired by the Merger, and as the Surviving Entity it will be governed by the laws of the State of Texas and succeed to all of the rights, assets, liabilities, and obligations of each of DRS Georgia, DRS Florida, DRS Virginia and DRS New York in accordance with the laws of the State of Georgia, Florida, Virginia, New York and Texas, as applicable. There shall be no appraisal rights with respect to the Merger. For federal income tax purposes, it is intended that the Merger shall constitute a tax-free reorganization within the meaning of the applicable provisions of the Internal Revenue Code of 1986, as amended.

1.02 Closing and Effective Time. Subject to the provisions of this Agreement, the Parties shall hold a closing (the "Closing") on (i) the Execution Date (ii) such other date as the Parties may agree. The date on which such closing occurs is referred to herein as the "Closing Date." Immediately upon the Closing, the Parties will cause the Merger Certificates to be filed with the office of the Secretary of State of the States of Georgia, Florida, New York and Texas and the Virginia State Corporation Commission, as applicable, in accordance with the applicable provisions of the statutes of such States. Subject to and in accordance with such statutes, the Merger will become effective at the date and time at which the Merger Certificates have been filed with all of the offices of the Secretary of State of the States of Georgia, Florida, New York and Texas and the Virginia State Corporation Commission, as applicable (the "Effective Time").

1.03 Survival of Assets and Liabilities.

(a) All rights and interests of each Party in and to every type of property shall be transferred to and vested in the Surviving Entity by virtue of the Merger without any deed or other transfer. The Surviving Entity, as of the Effective Time and without any order or other action on the part of any court or otherwise, shall hold and enjoy all rights of property, franchises and interests in the same manner and to the same extent as such rights, franchises, and interests were held or enjoyed by each of the Parties immediately prior to the Effective Time.

(b) After the Effective Time, the Surviving Entity shall be liable for all liabilities of each of the Parties and all debts, liabilities, obligations and contracts of each of the Parties matured or unmatured, whether accrued, absolute, contingent, or otherwise, and whether or not reflected or reserved against on balance sheets, books of account or records of any Party, shall be those of and are hereby expressly assumed by the Surviving Entity and shall not be released or impaired by the Merger; and all rights of creditors and other obligees and all liens on property of any Party shall be preserved unimpaired.

1.04 Cancellation of Capital Stock in the Merger. Pursuant to the Merger Certificates, at the Effective Time, by virtue of the Merger and without any action on the part of any holder of any shares of capital stock of any Party, (a) all shares of capital stock of DRS Georgia (the "DRS Georgia Stock") which are issued and outstanding immediately prior to the Effective Time shall be cancelled for no consideration and the certificates, if any, representing the DRS Georgia Stock shall be cancelled on the books and records of DRS Georgia; (b) all shares of capital stock of DRS Florida (the "DRS Florida Stock") which are issued and outstanding immediately prior to the Effective Time shall be cancelled for no consideration and the certificates, if any, representing the DRS Florida Stock shall be cancelled on the books and records of DRS Florida; (c) all shares of capital stock of DRS Virginia (the "DRS Virginia Stock") which are issued and outstanding immediately prior to the Effective Time shall be cancelled for no consideration and the certificates, if any, representing the DRS Virginia Stock shall be cancelled on the books and records of DRS Virginia; and (d) all shares of capital stock of DRS New York (the "DRS New York Stock") which are issued and outstanding immediately prior to the Effective Time shall be cancelled for no consideration and the certificates, if any, representing the DRS New York Stock shall be cancelled on the books and records of DRS New York.

1.05 Officer; Directors; Certificate of Incorporation; Bylaws; Capital Stock. The officers and directors of DRS Texas shall continue to serve as the officers and directors of the Surviving Entity from and after the Effective Time. The Certificate of Formation of DRS Texas as in effect immediately prior to the Effective Time shall be the Certificate of Formation of the Surviving Entity from and after the Effective Time. The bylaws of DRS Texas as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Entity from and after the Effective Time. Each share of capital stock of DRS Texas (or right or instrument exercisable, exchangeable or convertible into a share of capital stock of DRS Texas) outstanding immediately prior to the Effective Time is to be an identical outstanding or treasury share of the Surviving Entity from and after the Effective Time.

1.06 Principal Office. The established offices and facilities of DRS Texas immediately prior to the Merger shall become the established offices and facilities of the Surviving Entity from and after the Effective Time.

1.07 Corporate Name. The name of the Surviving Entity from and after the Effective Time shall be "DRS Imaging Services of Texas, Inc."

ARTICLE II

REPRESENTATIONS AND WARRANTIES

To induce the other Parties to enter into this Agreement and to consummate the transactions contemplated hereby, each Party hereby represents and warrants to each of the other Parties, as of each of the Execution Date and the Closing Date, the following:

2.01 Organization, Standing and Power. Such Party is a corporation duly organized, validly existing and in good standing under the laws of the State of its incorporation, has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted, and is duly qualified and in good standing to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification necessary.

2.02 Authority. Such Party has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the Board of Directors of such Party in accordance with applicable law. Subject to the approval of such Party's stockholders, no other corporate proceedings on the part of such Party are necessary to authorize the Merger or the other transactions contemplated hereby.

ARTICLE III

COVENANTS RELATING TO CONDUCT OF BUSINESS

During the period commencing on the Execution Date and continuing until the Effective Time, each Party agrees (except as expressly contemplated or permitted by this Agreement, or to the extent that the other Parties shall otherwise consent in writing) as follows:

3.01 Ordinary Course. Such Party shall carry on its business in the usual, regular and ordinary course in substantially the same manner as heretofore conducted.

3.02 Governing Documents. Such Party shall not amend or propose to amend its organizational charter or bylaws, except as contemplated by this Agreement.

3.03 Other Actions. Such Party shall not take any action that would or is reasonably likely to result in any of its representations and warranties set forth in this Agreement being untrue as of the Effective Time, or in any of the conditions to closing set forth in Article III not being satisfied.

ARTICLE IV

ADDITIONAL AGREEMENTS

4.01 Legal Conditions to Merger. Each Party shall take all reasonable actions necessary to comply promptly with all legal requirements which may be imposed on it with respect to the Merger and will promptly cooperate with and furnish information to each other Party in connection with any such requirements imposed upon any of them in connection with the Merger. Each Party shall take all reasonable actions necessary to obtain (and will cooperate with the other Parties in obtaining) any consent, authorization, order or approval of, or any exemption by, any Governmental Authority (as defined below) or other public or private third party, required to be obtained or made by such Party in connection with the Merger or the taking of any action contemplated thereby or by this Agreement. For purposes of this Agreement, "Governmental Authority" means any nation or government, any state, regional, local, or other political subdivision thereof, and any entity or official exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government.

4.02 Parties' Action. The Board of Directors of each Party, by unanimous written consent in lieu of a meeting, has (a) determined that the Merger is fair and in the best interests of each of such Party respectively and its stockholders, and (b) directed that this Agreement and the Merger be submitted to such Party's stockholders for their adoption and approval and has resolved to recommend that such Party's stockholders vote in favor of the adoption of this Agreement and the approval of the Merger.

ARTICLE V

CONDITIONS TO CLOSING

5.01 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of each Party to effect the Merger shall be conditional upon:

- (a) the filing, occurring or obtainment of all authorizations, consents, orders or approvals of, or declarations or filings with, or expirations of waiting periods imposed by, any Governmental Authority or by any applicable law, rule, or regulation governing the transactions contemplated hereby;
- (b) The representations and warranties of each other Party set forth in this Agreement shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties speak as of an earlier date, in which case such representations and warranties shall remain true and correct in all material respects as of such earlier date), except as otherwise contemplated by this Agreement;
- (c) Each other Party shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior the Closing Date;
- (d) Each other Party shall have obtained the consent or approval of each person or entity whose consent or approval shall be required in connection with the transactions contemplated hereby under any loan or credit agreement, note, mortgage, indenture, lease or other agreement or instrument, except those for which failure to obtain such consents and approvals would not, individually or in the aggregate, have a material adverse effect on any Party upon the consummation of the transactions contemplated hereby; and
- (e) There shall not be any litigation or other proceeding pending or threatened to restrain or invalidate the transactions contemplated by this Agreement, which, in the sole discretion of such Party, would make the consummation of the Merger imprudent.

ARTICLE VI

TERMINATION AND AMENDMENT

6.01 Termination. This Agreement may be terminated at any time prior to the Effective Time:

- (a) By mutual written agreement of all Parties;
- (b) By any Party if there has been a material breach of any representation, warranty, covenant or agreement on the part of another Party set forth in this Agreement, which

breach has not been cured within 10 business days following receipt by the breaching Party of written notice of such breach; or

(c) By any Party if any permanent injunction or other order of a court or other competent authority preventing the consummation of the Merger shall have become final and non-appealable.

6.02 Effect of Termination. In the event of termination of this Agreement as provided in Section 6.01; this Agreement shall forthwith become void and there shall be no liability or obligation on the part of any Party. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such expenses.

6.03 Amendment. This Agreement may only be amended by an instrument in writing signed on behalf of all of the Parties.

6.04 Extension; Waiver. At any time prior to the Effective Time, the parties hereto may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other party hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the covenants or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party.

ARTICLE VII

GENERAL PROVISIONS

7.01 Survival of Representations, Warranties and Agreements. The representations, warranties and agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall not survive the Effective Time, except with respect to fraudulent breaches thereof, claims for which shall survive the Effective Time until the earlier to occur of the expiration of the applicable statute of limitations or the first anniversary of the Closing Date.

7.02 Interpretation. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

7.03 Entire Agreement; No Third Party Beneficiaries; Rights of Ownership. This Agreement (including the documents and the instruments referred to herein) constitutes the entire agreement and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between or among the Parties with respect to the subject matter hereof, and is not

intended to confer upon any person or entity other than the Parties any rights or remedies hereunder.

7.04 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas without regard to principles of conflicts of law.

7.05 No Remedy in Certain Circumstances. Each Party agrees that, should any court or other competent authority hold any provision of this Agreement or part hereof to be null, void or unenforceable, or order any Party to take any action inconsistent herewith or not to take any action required herein, the other Parties shall not be entitled to specific performance of such provision or part hereof or to any other remedy, including but not limited to money damages, for breach hereof or of any other provision of this Agreement or part hereof as a result of such holding or order.

7.06 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party (whether by operation of law or otherwise) without the prior written consent of the other Parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

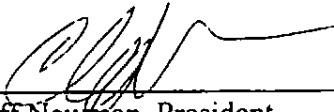
7.07 Further Assurances. Each Party shall, from time to time after the Effective Time, at the request of any other Party and without further consideration, execute and deliver such other instruments of conveyance, assignments, and transfer, and take such other actions, as such other Party may reasonably request to more effectively consummate the transactions contemplated by this Agreement.

7.08 Multiple Counterparts. This Agreement may be executed in multiple counterparts, including by facsimile signature, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

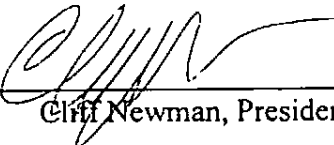
[Signature page follows]

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been signed by the parties set forth below as of the Execution Date.

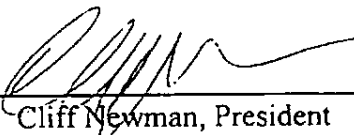
DRS IMAGING SERVICES OF TEXAS, INC.

By: 
Cliff Newman, President

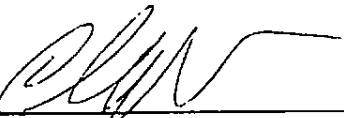
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By: 
Cliff Newman, President

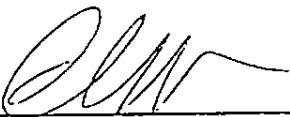
THE DRS GROUP OF FLORIDA, INC.

By: 
Cliff Newman, President

DRS IMAGING SERVICES OF VIRGINIA INC.

By: 
Cliff Newman, President

DOCUMENTARY REPRODUCTION SERVICE LTD.

By: 
Cliff Newman, President