

Division of Corporations

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Florida Department of State
Division of Corporations
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**MERGER OR SHARE EXCHANGE
NEWTEQ CORP.**

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Page Count	16
Estimated Charge	\$70.00

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA
ARTICLES OF MERGER
(Pursuant to Section 607.1101 of
Florida Business Corporation Act)

VIEWTEQ CORP., a Florida Corporation, hereinafter referred to as the "Absorbed Corporation," and **NEWTEQ CORP.**, a Florida corporation, hereinafter called the "Surviving Corporation," have entered into an Agreement and Plan of Merger:

1. The Agreement and Plan of Merger provides for the merger of the Absorbed Corporation with Surviving Corporation and further provides that Surviving Corporation shall be the surviving corporation and that Absorbed Corporation shall be the absorbed corporation. The Plan of Merger is attached hereto as Exhibit A.

2. The Surviving Corporation shall adopt the name of Absorbed Corporation: **VIEWTEQ CORP.**

3. The Agreement and Plan of Merger was approved by shareholders of Absorbed Corporation representing a majority of the issued and outstanding shares of Absorbed Corporation on April 22, 2013, which number of shareholders was sufficient to approve the Agreement and Plan of Merger.

4. The Agreement and Plan of Merger has been approved by shareholders of Surviving Corporation representing a majority of the issued and outstanding shares of Surviving Corporation on April 22, 2013, which number of shareholders was sufficient to approve the Agreement and Plan of Merger.

5. The Effective Date of the merger is April 23, 2013.

[Signatures appear on next page.]

Philip H. Ward, III, Esq.
4420 Beacon Circle
West Palm Beach, FL 33407
FBN 0313998
561/842-3000

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ABSORBED COMPANY:

VIEWTEQ CORP., a Florida Corporation

[Seal]

By: Abram Ackerman
Abram Ackerman, President
Attest: Cynthia Ackerman
Cynthia Ackerman, Secretary

SURIVING CORPORATION:

NEWTEQ CORP., a Florida Corporation

[Seal]

By: Abram Ackerman
Abram Ackerman, President
Attest: Cynthia Ackerman
Cynthia Ackerman, Secretary

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EXHIBIT "A"
PLAN OF MERGER

Plan of Merger dated this 22nd day of April, 2013, between Newteq Corp., a Florida corporation, hereinafter referred to the "Surviving Corporation," and Viewteq Corp., a Florida corporation, hereinafter referred to as the "Absorbed Corporation."

RECITALS

- A. Absorbed Corporation is a corporation organized under the laws of the State of Florida; and
- B. Surviving Corporation is a corporation organized under the laws of the State of Florida; and
- C. Minority Shareholders of Absorbed Corporation are the following shareholders:
 - Gennadiy Tsvey
 - Sergey Kozlov
 - Aleksandr Portnov
 - Lonny Aronstein
- D. The Majority Shareholder of Corporation is Abram Ackerman ("Ackerman") with respect to voting shares and The Abram Ackerman 2006 Irrevocable Trust ("Trust") with respect to nonvoting shares (collectively, the "Majority Shareholders").
- E. Minority Shareholders of Absorbed Corporation were previously employed by Absorbed Corporation; and
- F. Certain Minority Shareholders of Absorbed Corporation have elected to establish and new corporation which is competing with the business of Absorbed Corporation; and
- G. The Minority Shareholders were privy to confidential and proprietary information which the Majority Shareholder of Absorbed Corporation believes is being used by the Minority

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Shareholders to compete directly with Absorbed Corporation; and

H. The Majority Shareholders and the Board of Directors of Absorbed Corporation believe that it is desirable and in the best business interest of Absorbed Corporation to merge with a newly formed corporation in which the Minority Shareholders will have no interest; and

I. The Shareholder and Board of Directors of the Surviving Corporation deem it desirable and in the best business interests of Surviving Corporations and its Shareholder that the Absorbed Corporation be merged with and into the Surviving Corporation pursuant to the provisions of Sections 607.1108, et seq., Florida Statutes.

J. As a result of the Merger and in accordance with the terms of this Agreement, Absorbed Corporation will cease to have a separate corporate existence; Surviving Corporation will exchange all of the issued and outstanding shares of the Majority Shareholders for the equivalent number of shares of Surviving Corporation; and all of the issued and outstanding shares of the Minority Shareholders and Minority Shareholders will be surrendered to Surviving Corporation in exchange for consideration equal to a price per share ("Share Price") multiplied by the number of record shares owned by each such Minority Shareholder.

NOW THEREFORE, in consideration of the mutual covenants, and subject to the terms and conditions hereinafter set forth, Absorbed Corporation and Surviving Corporation agree as follows:

Section One. Merger. Absorbed Corporation shall merge with and into Surviving Corporation whereby Surviving Corporation shall be the sole and only remaining business organization.

Section Two. Terms and Conditions. On the Effective Date of the merger, as hereinafter defined, the separate existence of the Absorbed Corporation shall cease, and the Surviving

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Corporation shall succeed to all the rights, privileges, immunities, and franchises, and all the property of the Absorbed Corporation, including, without limitation, real, personal, and mixed property of the Absorbed Corporation, without the necessity for any separate transfer, all of which shall be governed by Florida law. The Surviving Corporation shall thereafter be responsible and liable for all liabilities and obligations of the Absorbed Corporation, and neither the rights of creditors nor any liens on the property of the Absorbed Corporation shall be impaired by the merger hereof.

Section Three. Conversion of Shareholder Interests. On the Effective Date of the merger, all issued and outstanding shares of Absorbed Corporation shall be surrendered to Survivor Corporation and the manner and basis of the converting of the shareholder interests of the Absorbed Corporation shall be as follows:

(a) Each outstanding voting share of the Absorbed Corporation issued and outstanding on the Effective Date of the merger held in the name of Ackerman shall be converted into one share of the voting common stock of the Surviving Corporation, which shares of common stock of the Surviving Corporate shall thereupon be issued and outstanding. The share certificates of Absorbed Corporation in the name of Ackerman issued and outstanding prior to the Effective Date of the merger shall be surrendered by Ackerman and shall thereupon be cancelled on the books of the Surviving Corporation.

(b) Each outstanding nonvoting share of the Absorbed Corporation's stock issued and outstanding on the Effective Date of the merger held in the name of Trust shall be converted into one share of the nonvoting common stock of the Surviving Corporation, which shares of common stock of the Surviving Corporate shall thereupon be issued and outstanding. The nonvoting share

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certificates of Absorbed Corporation in the name of Trust issued and outstanding prior to the Effective Date of the merger shall be surrendered by Trust and shall thereupon be cancelled on the books of the Surviving Corporation.

(c) Each outstanding voting share of the Absorbed Corporation issued and outstanding on the Effective Date of the merger held in the name of the following shareholders (the "Minority Shareholders," representing all shareholders other than the Majority Shareholder) shall be exchanged for the Share Price as hereinafter defined:

- i. Gennadiy Tsvey 224.10 Shares
- ii. Sergey Kozlov 98.85 Shares
- iii. Alexandr Portnov 98.85 Shares
- iv. Lanny Aronstein 47 Shares

(d) Each outstanding nonvoting share of the Absorbed Corporation issued and outstanding on the Effective Date of the merger held in the name of the following Minority Shareholders (representing all shareholders other than the Majority Shareholder) shall be exchanged for the Share Price as hereinafter defined:

- i. Gennadiy Tsvey 22,180.92 Shares
- ii. Sergey Kozlov 9788.76 Shares
- iii. Alexandr Portnov 9788.76 Shares
- iv. Lanny Aronstein 4653 Shares

(e) The Share Price to be paid for each share of Absorbed Corporation common voting stock shall be Five and 40/100 Dollars (\$5.40). The Share Price to be paid for each share of Absorbed Corporation common nonvoting stock shall be Five and 40/100 Dollars (\$5.40).

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(f) After the Effective Date of the merger, the Majority Shareholders shall surrender the Certificates for shares of the Absorbed Company stock or otherwise assign such interests to the Surviving Corporation or its duly appointed agent, in such manner as the Surviving Corporation shall legally require, after which and upon such receipt, the Surviving Corporation shall issue in exchange therefore certificates for the shares of stock in Surviving Corporation to which the Majority Shareholder is entitled as provided hereinabove.

(g) After the Effective Date of the merger, the Minority Shareholders shall surrender the certificates for their respective shares of the Absorbed Corporation stock to the Surviving Corporation or its duly appointed agent, in such manner as the Surviving Corporation shall legally require, after which and upon such receipt, the Surviving Corporation shall deliver payment for the shares of stock in Absorbed Corporation to which the holder is entitled as provided hereinabove.

(h) In the event that any holder of Absorbed Corporation common shares cancelled and extinguished in accordance with this Agreement is unable to deliver the certificate which evidences such shares of the holder, Surviving Corporation, in the absence of actual notice that any shares theretofore evidenced by any such Certificate have been acquired by a bona fide purchaser, shall deliver to such holder the amount to which such holder is entitled in accordance with the provisions of this Agreement upon the presentation of all of the following:

- i. Evidence to the reasonable satisfaction of Surviving Corporation that any such Certificate has been lost, wrongfully taken or destroyed;
- ii. Such security or indemnity as may be reasonably requested by Surviving Corporation to indemnify and hold Surviving Corporation harmless; and
- iii. Evidence to the reasonable satisfaction of Surviving Corporation that such

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person is the owner of the shares theretofore represented by each Certificate claimed by him to be lost, wrongfully taken or destroyed and that he is the person who would be entitled to present each such Certificate for exchange pursuant to this Agreement.

(i) All payments made upon the surrender of certificates pursuant to this Section Three shall be deemed to have been made in full satisfaction of all rights pertaining to the shares evidenced by such Certificates.

(j) The Absorbed Corporation common shares, voting and nonvoting, which are outstanding immediately before the Effective Date and which are held by the Minority Shareholders who shall not have voted such shares in favor of this Agreement, and who shall have delivered to Surviving Corporation or Absorbed Corporation a written demand for appraisal of such shares in the manner provided under applicable Florida law and who shall have otherwise complied fully with all of the requirements thereof shall not be exchangeable for the right to receive the consideration provided in this Agreement; provided, however, that (i) each of such shares (hereinafter referred to as the "Dissenting Shares") shall nevertheless be cancelled and extinguished in accordance with this Agreement; (ii) the holder of Dissenting Shares, upon full compliance with the requirements, shall be entitled to payment of the value of such shares in accordance with applicable Florida law. Notwithstanding anything to the contrary set forth hereinabove, Absorbed Corporation and Surviving Corporation reserve all rights and remedies available to each, jointly and severally, under Florida law.

Section Four. Articles of Incorporation of Surviving Corporation. Subject to the adoption of the name of the Absorbed Corporation, the Articles of Incorporation of the Surviving

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Corporation shall continue to be the Articles of Incorporation following the Effective Date of the merger.

Section Five. By-Laws. The By-Laws of the Surviving Corporation shall continue to be the By-Laws of the Surviving Corporation following the Effective Date of the merger.

Section Six. Officers and Directors. The officers and director of the Surviving Corporation, on the Effective Date of the merger shall continue as the officers and directors of the Surviving Corporation for the full unexpired terms of their offices and until their successors have been elected or appointed and qualified.

Section Seven. Name of Surviving Corporation. Surviving Corporation shall adopt the name of Absorbed Corporation. The name of the Surviving Corporation shall be Viewteq Corp.

Section Eight. Prohibited Transactions. Neither the Absorbed Corporation nor the Surviving Corporation shall, prior to the Effective Date of the merger, engage in any activity or transaction other than in the ordinary course of business, except that the Absorbed Corporation and Surviving Corporation may take all action necessary or appropriate under the laws of the State of Florida to consummate this merger.

Section Nine. Property. At and after the Effective Date, all of the assets and property of every kind and character, real, personal and mixed, tangible and intangible, choses in action, rights and credits owned by Absorbed Corporation as of the Effective Date, or which would otherwise inure to Absorbed Corporation, shall immediately, by operation of law and without any conveyance or transfer and without any further act or deed, be vested in and become the property of the Surviving Corporation, which shall have, hold and enjoy the same in its own right as fully and to the same extent as the same were possessed, held and enjoyed by Absorbed Corporation before the

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Effective Date. The Surviving Corporation shall be deemed to be and shall be a continuation of the entity and identity of Absorbed Corporation. All of the rights and obligations of Absorbed Corporation shall not revert or in any way be impaired by reason of the Merger. Any claim existing, or action or proceeding pending, by or against Absorbed Corporation, may be prosecuted to judgment with right of appeal as if the Merger had not taken place or the Surviving Corporation may be substituted in its place.

Section Ten. Representations and Warranties of Absorbed Corporation. Absorbed Corporation represents and warrants to Surviving Corporation that each of the following is true and accurate in all material respects:

(a) Absorbed Corporation is a corporation duly organized, validly existing and in good standing under the laws of Florida and has the corporate power and authority to own or hold under lease all of its properties and assets and to conduct its business and operations as presently conducted.

(b) Subject to the approval of this Agreement and the transactions contemplated hereby, including the Merger, by a majority of the Absorbed Corporation voting shareholders, (i) Absorbed Corporation has all of the requisite corporate power and authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action by Absorbed Corporation; and (iii) this Agreement is the valid and binding agreement of Absorbed Corporation, enforceable against Absorbed Corporation in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and moratorium laws and other laws of general applicability affecting the enforcement of creditors' rights generally and the

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effect of rules of law governing specific performance, injunctive relief and other equitable remedies on the enforceability of such documents.

(c) The Articles of Incorporation and Bylaws of Absorbed Corporation require the approval of this Agreement and the transactions contemplated hereby, including the Merger, by the affirmative vote of the holders of a majority of the outstanding voting common shares of Absorbed Corporation. No other law or regulation requires any other vote of the holders of Absorbed Corporation shares in respect of this Agreement or the transactions contemplated hereby.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, including the Merger (subject to the approval of this Agreement and the transactions contemplated hereby, including the Merger, by the Absorbed Corporation shareholders), will not (i) conflict with or violate any provision of or result in the breach of any provision of the Articles of Incorporation or Bylaws of Absorbed Corporation; (ii) conflict with or violate any provision of or result in the breach or the acceleration of or entitle any party to accelerate (whether upon or after the giving of notice of lapse of time or both) any obligation under, or otherwise materially affect the terms of, any mortgage, lien, lease, agreement, license, instrument, order, arbitration award, judgment or decree to which Absorbed Corporation is a party or by which Absorbed Corporation or its property or assets is bound; (iii) require the consent of any party to any agreement or commitment to which Absorbed Corporation is a party or by which Absorbed Corporation or its property or assets is bound, the failure to obtain which could, individually or in the aggregate with all the other failures to obtain required consents, have a material adverse effect on the business, operations, condition (financial or otherwise) or prospects of Absorbed Corporation; (iv) result in the creation or imposition of any lien, charge, pledge, security interest or

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other encumbrance upon any property or assets of Absorbed Corporation or give rise to any meritorious cause of action against Absorbed Corporation; or (v) violate or conflict with any applicable law, ordinance, rule or regulation.

(e) Since April 15, 2013, Absorbed Corporation has conducted its businesses only in the ordinary and usual course, there have been no material adverse changes in the financial condition, assets, liabilities, obligations, properties, business or prospects of Absorbed Corporation and, except as set forth in any of the Absorbed Corporation Financials, Absorbed Corporation has not:

- i. Authorized the creation or issuance of, issued, sold or disposed of, or created any obligation to issue, sell or dispose of, any stock, notes, bonds or other securities or any obligation convertible into or exchangeable for, any shares of its capital stock;
- ii. Declared, set aside, paid or made any dividend or other distributions on its capital stock or directly or indirectly redeemed, purchased or acquired any shares or entered into any agreement in respect of the foregoing;
- iii. Effected any stock split, recapitalization, combination, exchange of shares, readjustment or other reclassification;
- iv. Amended its Articles of Incorporation or Bylaws;
- v. Purchased, sold, assigned or transferred any material tangible asset or any material patent, trademark, trade name, copyright, license, franchise, design or other intangible asset or property;
- vi. Mortgaged, pledged or granted or suffered to exist any lien or other encumbrance or charge on any assets or properties, tangible or intangible,

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except for liens for taxes not yet due and payable and such other liens, encumbrances or charges which do not materially adversely affect its financial position;

- vii. Waived any rights of material value or cancelled any material debts or claims;
- viii. Incurred any material obligation or liability (absolute or contingent), including, without limitation, any tax liability, or paid any material liability or obligation (absolute or contingent) other than liabilities and obligations incurred in the ordinary course of business;
- ix. Incurred any damage, destruction or similar loss, not covered by insurance, materially affecting its businesses or properties;
- x. Acquired any stock or other equity interest in any corporation, partnership, trust, joint venture or other entity; and
- xi. Made any (I) material investment (except investments made in the ordinary course of business) or (II) material capital expenditure or commitment for any material addition to property, plant or equipment.

Section Eleven. Representations and Warranties of Surviving Corporation. Surviving Corporation represents and warrants to Surviving Corporation that each of the following is true and accurate in all material respects:

- (a) Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of Florida and has the corporate power and authority to conduct its business and operations as presently conducted;

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(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, including the Merger (subject to the approval of this Agreement and the transactions contemplated hereby, including the Merger, by the Surviving Corporation shareholders), will not (i) conflict with or violate any provision of or result in the breach of any provision of the Articles of Incorporation or Bylaws of Surviving Corporation; (ii) conflict with or violate any provision of or result in the breach or the acceleration of or entitle any party to accelerate (whether upon or after the giving of notice of lapse of time or both) any obligation under, or otherwise materially affect the terms of, any mortgage, lien, lease, agreement, license, instrument, order, arbitration award, judgment or decree to which Surviving Corporation is a party or by which Surviving Corporation or its property or assets is bound; (iii) require the consent of any party to any agreement or commitment to which Surviving Corporation is a party or by which Surviving Corporation or its property or assets is bound, the failure to obtain which could, individually or in the aggregate with all the other failures to obtain required consents, have a material adverse effect on the business, operations, condition (financial or otherwise) or prospects of Surviving Corporation; (iv) result in the creation or imposition of any lien, charge, pledge, security interest or other encumbrance upon any property or assets of Surviving Corporation or give rise to any meritorious cause of action against Surviving Corporation; or (v) violate or conflict with any applicable law, ordinance, rule or regulation.

Section Twelve. Approval of Shareholders. This Plan of Merger shall be required to be approved by the shareholders of the Absorbed Corporation and by the shareholders of the Surviving Corporation in the manner provided by the applicable laws of the State of Florida.

Section Thirteen. Further Assurance of Title. Pursuant to this Agreement and Plan of

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Merger, and subject to the approval of a majority of the voting shareholders, the Absorbed Corporation agrees by merger that all of its rights, title and interest in and to all of the assets of the Absorbed Corporation shall be transferred to the Surviving Corporation. If at any time the Surviving Corporation shall consider or be advised that any acknowledgement or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Surviving Corporation any right, title or interest of the Absorbed Corporation held immediately prior to the Effective Date of the merger, the Absorbed Corporation and its proper officers and directors shall and will execute and deliver all such acknowledgements or assurances in law and all things necessary or proper to acknowledge or confirm such right, title, or interest in the Surviving Corporation that shall be necessary to carry out the purposes of this Plan of Merger, and the Surviving Corporation or the proper officers and directors thereof are fully authorized to take any and all such action in the name of the Absorbed Corporation or otherwise.

Section Fourteen. Book Entries. As of the Effective Date entries shall be made upon the books of the Surviving Corporation in accordance with the following: The assets and liabilities of the Absorbed Corporation shall be recorded at the amounts at which they are carried on the books of the Absorbed Corporation immediately prior to the Effective Date with appropriate adjustments to reflect the cancellation of the single share of common stock of the Surviving Corporation presently issued and outstanding.

Section Fifteen. Effective Date of Merger. The Effective Date of the merger shall be the next business day following approval of the merger by a majority of the shareholders of Absorbed Corporation and approval of a majority of the shareholders of Surviving Corporation. Articles of Merger shall be duly filed as of the Effective Date.

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Section Sixteen. Closing Matters. The obligations of Absorbed Corporation and Surviving Corporation shall be subject to the approval of this Agreement and Plan of Merger by shareholders holding not less than a majority of the issued and outstanding shares of voting, common stock of Absorbed Corporation and the affirmative vote of shareholders holding not less than a majority of the issued and outstanding shares of voting, common stock of Surviving Corporation.

Section Seventeen. Execution of Agreement. This Plan of Merger may be executed in any number of counterparts, and each such counterpart shall constitute an original instrument.


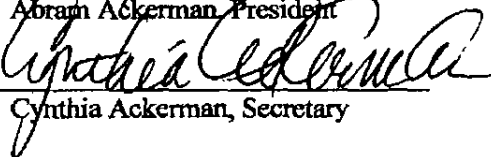
Executed on behalf of the parties by their officers, sealed with their corporate seals, and attested by their respective secretaries pursuant to the authorization of their respective members, managers, boards of directors and shareholders on the date first above written.

[Signatures appear on next page.]

Dated April 22, 2013.


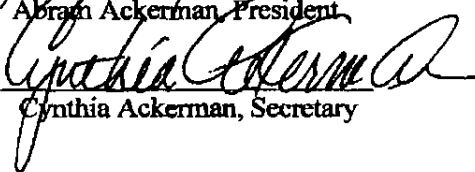
ABSORBED COMPANY:
Viewteq Corp., a Florida Corporation

[Seal]

By: 
Abram Ackerman, President
Attest: 
Cynthia Ackerman, Secretary

SURIVING CORPORATION:
Newteq Corp., a Florida Corporation

[Seal]

By: 
Abram Ackerman, President
Attest: 
Cynthia Ackerman, Secretary