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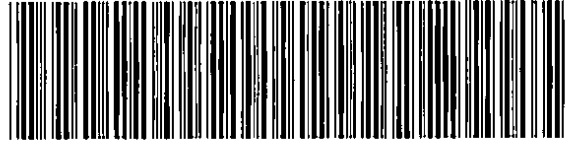
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3458 Lakeshore Drive, Tallahassee, FL 32312

850-656-4724

Date: 9/5/2018

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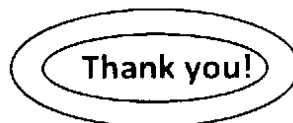
Name:	RQA, Inc.
Document #:	
Order #:	11140528

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Ref# _____

Amount: \$ 78.75



COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: RQA, 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:

Patrina O. Farrell
Contact Person

K&L Gates LLP
Firm/Company

70 West Madison Street, Suite 3100
Address

Chicago, IL 60602
City/State and Zip Code

patrina.farrell@klgates.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Patrina O. Farrell
Name of Contact Person

At (312) 558-5016
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)
RQA, Inc.	Illinois	55595852

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
RQA Services, Inc.	Florida	P15000021513
RQA, Inc.	Illinois	55595852

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.)

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 August 30, 2018.

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 August 30, 2018.

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

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

RQA Services, Inc.

Platt

Kevin L. Platt, President

RQA, Inc.

Lawrence E. Platt, President

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

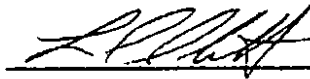
Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

RQA Services, Inc.

Kevin L. Platt, President

RQA, Inc.



Lawrence E. Platt, President

PLAN OF MERGER

(Non Subsidiaries)

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

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>RQA, Inc.</u>	<u>Illinois</u>

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>RQA Services, Inc.</u>	<u>Florida</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

See Exhibit A attached hereto and made a part hereof.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and 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 are as follows:

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:
N/A

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

AGREEMENT OF MERGER

This **AGREEMENT OF MERGER** (this "**Agreement**") is entered into as of August 30, 2018, between RQA, Inc., an Illinois corporation ("**RQA Inc**"), and RQA Services, Inc., a Florida corporation ("**RQA Services**").

WITNESSETH:

WHEREAS, Lawrence E. Platt ("**Lawrence**") is the sole owner of the equity of RQA.

WHEREAS, Kevin L. Platt ("**Kevin**") is the sole owner of equity of RQA Services.

WHEREAS, Kevin is the son of Lawrence.

WHEREAS, the assets in RQA Services, if any, currently have no value.

WHEREAS, no distributions were made nor were any material assets distributed by RQA Services.

WHEREAS, the Shareholders and Directors of each of RQA Inc. and RQA Services deem it to be desirable and in the best interests of each corporation to merge RQA Services with and into RQA Inc (the "**Merger**").

NOW, THEREFORE, the parties hereby covenant and agree as follows:

ARTICLE I

THE MERGER

Section 1.1 Merger; Surviving Corporation. In accordance with and subject to the terms, provisions and conditions of this Agreement, the Florida Business Corporations Act, as amended (the "**FBDA**"), and the Illinois Business Corporation Act, as amended (the "**ILBCA**"), at the Effective Time (as defined in **Section 1.2**), RQA Services shall be merged with and into ~~RQA Inc, and the separate existence of RQA Services shall thereupon cease. RQA Inc shall be~~ the surviving corporation in the Merger (sometimes referred to herein as the "**Surviving Corporation**") and shall continue to be governed by the laws of the State of Illinois. The separate corporate existence of RQA Inc, with all rights, privileges immunities, powers and franchises, shall continue unaffected by the Merger. The Merger shall have the effects specified by the ILBCA.

Section 1.2 Effective Time. The effective time of the Merger (the "**Effective Time**") shall be on the date of filing of the Articles of Merger with the State of Illinois.

Section 1.3 Articles of Organization; Limited Liability Company Agreement. The Articles of Incorporation of RQA Inc, as in effect immediately prior to the Effective Time shall

be the Articles of Incorporation of the Surviving Corporation. The bylaws of RQA Inc as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation.

Section 1.4 Directors and Officers. The directors and officers of RQA Inc immediately prior to the Effective Time shall, from and after the Effective Time, be the directors and officers of the Surviving Corporation, until their successors shall have been duly elected or appointed or until their resignation or removal in accordance with the Articles of Incorporation and bylaws of the Surviving Corporation.

Section 1.5 Effect of the Merger. At the Effective Time, the separate existence of RQA Services shall cease, and the effect of the Merger will be as provided in the applicable provisions of the FBDA and the ILBCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all of the property, assets, rights, privileges, powers, franchises and immunities of RQA Services shall vest in the Surviving Corporation, and all debts, liabilities and obligations of RQA Services shall become the debts, liabilities and obligations of the Surviving Corporation. The Surviving Corporation shall thenceforth be responsible for all the liabilities and obligations of RQA Services, but should the rights of the creditors or of any persons dealing with RQA Services be impaired by the Merger, and there be any claim existing or action or proceeding pending by or against RQA Services, such may be prosecuted to judgment as if the Merger had not taken place, and the Surviving Corporation may be proceeded against or substituted in its place.

Section 1.6 Name of Surviving Corporation. Following the merger, the name of the Surviving Corporation shall remain RQA Inc.

ARTICLE II

EFFECT OF MERGER ON CAPITAL STOCK AND CLOSING

Section 2.1 Cancellation of Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any shares of stock of RQA Services or RQA Inc,

(a) all shares of stock of RQA Inc issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding, unchanged by reason of the Merger;

(b) the shares of stock of RQA Services issued and outstanding immediately prior to the Effective Time shall be cancelled, no longer be outstanding and cease to exist with US \$1.00 of consideration to be paid by RQA Inc to Kevin for the cancellation of such shares of RQA Services stock upon the Merger;

(c) Surviving Corporation shall assume the debts, liabilities and obligations of RQA Services and the equity holders of RQA Services shall not be responsible for such debts, liabilities and obligations of RQA Services upon the Merger; and

(c) the sole shareholder of RQA Inc will continue to own all of the shares of stock of RQA Inc, the Surviving Corporation.

Section 2.2 Closing of the Merger. The closing of the Merger (the "Closing") shall take place immediately prior to the filing of the Articles of Merger with the State of Illinois on the date hereof.

ARTICLE III

GENERAL

Section 3.1 Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of RQA Inc and RQA Services such deeds, documents and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary to give effect to the transactions contemplated hereunder.

Section 3.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

Section 3.3 Principal Place of Business. The street address of the Surviving Corporation's principal place of business is 10608 W. 163rd Place, Orland Park, IL 60467.

Section 3.4 Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the Merger and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to such subject matter. This Agreement shall not be modified or amended other than by written agreement of the parties hereto. Captions appearing in this Agreement are for convenience only and shall not be deemed to explain, limit or amplify the provisions hereof.

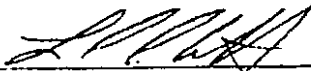
Section 3.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the conflicts of laws principles thereof.

Section 3.6 Counterparts; Electronic Signatures/Delivery. This Agreement may be executed in two or more counterparts, all of which shall be one and the same agreement, and shall become effective when counterparts have been signed by each of the parties and delivered to each other party. Signatures in the form of electronic signatures, copies or .pdf copies shall serve as a signature of the parties to this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

RQA INC.

By: 

Name: Lawrence E. Platt

Title: President

RQA SERVICES, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

RQA INC.

By: _____
Name:
Title:

RQA SERVICES, INC.

By: Kevin Platt
Name: Kevin Platt
Title: PRESIDENT
