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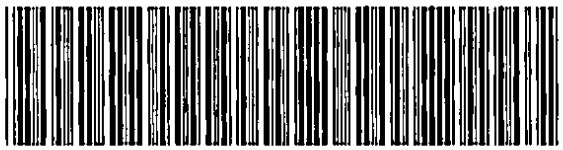

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FEB 10 2021

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Mala Ventures USA , Inc.
Name of Surviving Entity

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

Please return all correspondence concerning this matter to following:

Timothy P. Veith
Contact Person

Drew Eckl & Farnham, LLP
Firm/Company

303 Peachtree Street, STE 3500
Address

Atlanta, GA 30308
City/State and Zip Code

veitht@deflaw.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Timothy P. Veith At (404) 885-6167
Name of Contact Person Area Code & Daytime Telephone Number

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

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

IMPORTANT NOTICE: Pursuant to s.607.1622(8), F.S., each party to the merger must be active and current in filing its annual report through December 31 of the calendar year which this articles of merger are being submitted to the Department of State for filing.

ARTICLES OF MERGER

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** entity:

Name	Jurisdiction	Entity Type	Document Number (If known/ applicable)
Mala Ventures USA, Inc.	FL	Corp	P16000001305

SECOND: The name and jurisdiction of each **merging** eligible entity:

Name	Jurisdiction	Entity Type	Document Number (If known/ applicable)
Mrehab Holdings, Inc.	WA	Corp	604510762

THIRD: The merger was approved by each domestic merging corporation in accordance with s.607.1101(1)(b), F.S., and by the organic law governing the other parties to the merger.

FOURTH: Please check one of the boxes that apply to surviving entity:

☐ This entity exists before the merger and is a domestic filing entity.

☐ This entity exists before the merger and is not authorized to transact business in Florida.

☑ This entity exists before the merger and is a domestic filing entity, and its Articles of Incorporation are being amended as attached.

☐ This entity is created by the merger and is a domestic corporation, and the Articles of Incorporation are attached.

☐ This entity is a domestic eligible entity and is not a domestic corporation and is being amended in connection with this merger as attached.

☐ This entity is a domestic eligible entity being created as a result of the merger. The public organic record of the survivor is attached.

☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.

FIFTH: Please check one of the boxes that apply to domestic corporations:

☑ The plan of merger was approved by the shareholders and each separate voting group as required.

☐ The plan of merger did not require approval by the shareholders.

SIXTH: Please check box below if applicable to foreign corporations

☑ The participation of the foreign corporation was duly authorized in accordance with the corporation's organic laws.

SEVENTH: Please check box below if applicable to domestic or foreign non corporation(s).

☐ Participation of the domestic or foreign non corporation(s) was duly authorized in accordance with each of such eligible entity's organic law.

EIGHTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

January 1, 2021, at 12:01 a..m. (US Eastern Time)

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.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Mala Ventures USA, Inc.		William Dagher
Mrehab Holdings, Inc.		William Dagher

Corporations:	Chairman, Vice Chairman, President or Officer *(If no directors selected, signature of incorporator.)*
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of an authorized person

PLAN OF MERGER

This Plan of Merger (the "**Plan of Merger**") is dated as of December 23, 2020 by and between Mala Ventures USA, Inc., a Florida corporation ("**Acquiror**"), and MRehab Holdings, Inc., a Washington corporation (the "**Corporation**" or the "**Merging Corporation**" and, collectively with the Acquiror, the "**Parties**").

RECITALS

WHEREAS, the respective Boards of Directors of the Acquiror and the Corporation have each adopted this Plan of Merger and the transactions contemplated therein, in each case after making a determination that this Plan of Merger and such transactions are advisable and fair to, and in the best interests of, their respective corporation and its shareholders;

WHEREAS, the shareholders of the Merging Corporation have adopted this Plan of Merger and the transactions contemplated therein in accordance with the Washington Business Corporation Act of the Revised Code of Washington (the "**WBCA**");

WHEREAS, the shareholders of the Acquiror have adopted this Plan of Merger and the transactions contemplated therein in accordance with the Florida Business Corporation Act (the "**FBCA**");

WHEREAS, pursuant to the transactions contemplated by this Plan of Merger and on the terms and subject to the conditions set forth herein, the Merging Corporation, in accordance with the FBCA and WBCA, will merge with and into the Acquiror, with the Acquiror surviving (the "**Merger**");

WHEREAS, for US federal income tax purposes, the Parties intend to the fullest extent applicable that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Parties desire to enter into the transactions contemplated by this Plan of Merger.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
MERGER

1.1 Merger. Upon the terms and subject to the conditions set forth in this Plan of Merger, and in accordance with the FBCA and WBCA, the Merging Corporation shall be merged with and into the Acquiror as of the Effective Time (as defined in Section 1.2 below). Following the Effective Time, the separate corporate existence of the Merging Corporation shall cease and the Acquiror shall be the surviving corporation. The effects and consequences of the Merger shall be as set forth in this Plan of Merger, the FBCA and the WBCA.

1.2 Effective Time. The effective time of the Merger (the "**Effective Time**") means the date and time upon which the Merger contemplated by this Plan of Merger will be effective, subject to the approval of the shareholders of each of the Parties as set forth in Section 1.5, which shall be as of 12:01 a.m. (U.S. Eastern Time) on January 1, 2021, as specified in the articles of merger.

1.3 Organizational Documents. The bylaws of the Acquiror then in effect at the Effective Time shall be the bylaws of the Acquiror until thereafter amended as provided therein or by the FBCA. The articles of incorporation of the Acquiror shall be amended and restated by this Plan of Merger in the form attached hereto as **Exhibit A**, as of the Effective Time.

1.4 Board of Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Time shall be the directors of the Acquiror from and after the Effective Time and shall hold office until the earlier of their respective death, resignation, or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Acquiror or as otherwise provided by the FBCA.

1.5 Shareholder Approval. The consummation of the Merger is subject to the approval of this Plan of Merger and the Merger contemplated hereby by the directors and shareholders of each of the Parties, and duly obtained as provided in the Articles of Merger.

ARTICLE II
CONVERSION AND CANCELLATION OF SHARES

2.1 Conversion or Cancellation Common Shares. The manner and basis of converting the Corporation's common shares ("**Merging Corporation Common Shares**") into shares, obligations, or other securities of the Acquiror or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire Merging Corporation Common Shares into rights to acquire shares, obligations, or other securities of the Acquiror or, in whole or in part, into cash or other property, are set forth in this Section 2.1. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror, the Corporation, or the Corporation's shareholders:

(a) Each Merging Corporation Common Share issued and outstanding immediately prior to the Effective Time, shall be converted into the right to receive (i) 0.87741 shares of validly issued, fully paid and non-assessable shares of Class A Common Stock, no par value, of the Acquiror ("**Acquiror Class A Common Shares**") rounded up or down to the nearest whole share (with no fractional shares issued) and (ii) 0.87741 shares of validly issued, fully paid and non-assessable shares of Class B Common Stock, $1.00 par value, of the Acquiror ("**Acquiror Class B Common Shares**") rounded up or down to the nearest whole share (with no fractional shares issued);

(b) Each Merging Corporation Common Share that is owned by the Acquiror or the Merging Corporation (as treasury shares or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(c) Each share of the Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

2.2 Effect. Upon the Effective Time, (a) the Acquiror, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Corporation; (b) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to the Corporation on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Acquiror without further act or deed; (c) title to any real estate, or any interest therein vested in the Corporation, shall not revert or in any way be impaired by reason of the Merger; and (d) all of the rights of creditors of the Corporation shall be preserved unimpaired, and all liens upon the property of the Corporation shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Corporation shall thenceforth remain with or be attached to, as the case may be, the Acquiror and may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

ARTICLE III
OTHER PROVISIONS

3.1 Entire Plan of Merger. This Plan of Merger, together with the articles of merger, constitutes the sole and entire agreement of the Parties to this Plan of Merger with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

3.2 Successor and Assigns. This Plan of Merger shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

3.3 Headings. The headings in this Plan of Merger are for reference only and shall not affect the interpretation of this Plan of Merger.

3.4 No Third-Party Beneficiaries. This Plan of Merger is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Plan of Merger.

3.5 Amendment and Modification; Waiver. This Plan of Merger may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Plan of Merger, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Plan of Merger shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

3.6 Severability. If any term or provision of this Plan of Merger is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect

any other term or provision of this Plan of Merger or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Plan of Merger in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

3.7 Governing Law and Jurisdiction.

This Plan of Merger, including all exhibits attached hereto, and all matters arising out of or relating to this Plan of Merger, are governed by and shall be construed in accordance with the laws of the State of Florida (except to the extent also required in accordance with the laws of Washington) without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Plan of Merger and all contemplated transactions, in any forum other than the courts of the State of Florida sitting in Charlotte County, and any appellate court having jurisdiction thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

3.8 Counterparts. This Plan of Merger may be executed in any number of original counterparts that may be faxed, emailed, or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Plan of Merger as of the date first written above.

MALA VENTURES USA, INC.

By: _____
William Dagher
Secretary

MREHAB HOLDINGS, INC.

By: _____
William Dagher
President

EXHIBIT A TO PLAN OF MERGER

RESTATED ARTICLES OF INCORPORATION OF MALA VENTURES USA, INC.

Pursuant to the Plan of Merger, of which these Restated Articles of Incorporation form a part, the Articles of Incorporation of Mala Ventures USA, Inc. (the "Corporation") are amended and restated as follows:

ARTICLE I

The name of the corporation is:

Mediopin, Inc.

ARTICLE II

The principal place and mailing address of the Corporation is:

6210 Scott Street
Suite 112
Punta Gorda, Fl 33950 US

Article III

The purpose for which this Corporation is organized is any and all lawful business:

Article IV

4.1 Aggregate Number of Authorized Shares. The aggregate total number of all shares that the Corporation is authorized to issue is 31,875.

4.2 Share Classes.

(a) The Corporation shall have three classes of shares: Class A Common Shares, Class B Common Shares, and Class C Common Shares.

(b) The Corporation is authorized to issue 15,000 Class A Common Shares (no par value), 15,000 Class B Common Shares ($1.00 par value), and 1,875 Class C Common Shares (no par value).

4.3 Rights of Holders of Class A Common Stock.

(a) Each holder of a share Class A Common Stock shall be entitled to receive notice of and attend any general meeting of the Corporation and shall have the right to vote at any such meeting on the basis of one vote for each share of Class A Common Stock held.

(b) The holders of the Class A Common Shares shall not be entitled to receive any dividends from the Corporation, whether on the liquidation, dissolution, or winding-up of the Corporation or otherwise, and the Board of Directors shall not declare any dividends on the Class A Common Shares.

(c) In the event of liquidation, dissolution, or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs or upon a reduction of capital, the holders of the Class A Common Shares shall not be entitled to receive any assets or property of the Corporation.

4.4 Rights of Holders of Class B Common Stock.

(a) The holders of the shares of Class B Common Stock shall not have any voting rights for the election of Directors or any other purpose and shall not be entitled to receive notice of or attend any annual or extraordinary general meeting of the members of the Corporation.

(b) The Board of Directors shall be at liberty, in their absolute discretion, to declare dividends on the shares of Class B Common.

(c) In the event of liquidation, dissolution, or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs or upon a reduction of capital, the holders of the Class B Common Shares shall be entitled to receive pro rata with the holders of the Class C Common Shares, the remaining assets and property of the Corporation.

4.5 Rights of Holders of Class C Common Stock.

(a) The holders of the shares of Class C Common Stock shall have voting rights for the election of Directors or any other purpose and shall be entitled to receive notice of or attend any annual or extraordinary general meeting of the shareholders of the Corporation; provided such voting shall be permitted and required only in the event or with respect to those transactions, actions or voting matters that would result in the reduction of the Class A Common

Stock shares held by the Canadian Stockholder (defined below) being reduced below one percent (1%) of such shares then held by it; and provided further, in the event such holdings of the Class A Common Stock by the Canadian Stockholder are reduced to zero percent (0%), then the Class C Common Stock shall be cancelled and of no further effect.

(b) The holders of the Class C Common Shares shall not be entitled to receive any dividends from the Corporation, whether on the liquidation, dissolution, or winding-up of the Corporation or otherwise, and the Board of Directors shall not declare any dividends on the Class C Common Shares.

(c) All shares of Class C Common shall be issued to and held exclusively by a foreign (non-US) stockholder domiciled in Canada (the "Canadian Stockholder") and may not be sold, assigned, or otherwise transferred if the Class C Common Shares and the Class A Common Stock held by the Canadian Stockholder in the aggregate constitutes less than 11% of the outstanding voting shares of the Corporation related to any shareholder voting matter. Such Class C Common shares shall not be diluted in connection with any transaction, stock issuance, conversion, merger or otherwise without a separate vote of the such class, except as otherwise provided herein.

Article V

The name and Florida street address of the registered agent is:

Terry Salz
6210 Scott Street
Suite 112
Punta Gorda, Florida 33950