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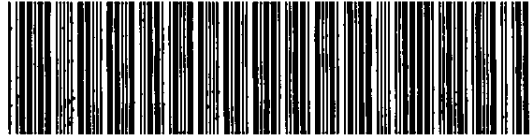
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

JUN 16 2017

C. CARROTHERS

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Integrity Investment Solutions, 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:

Paul Mascia
Contact Person

Firm/Company

2434 Inkwood Ave
Address

Clermont, FL 34711
City/State and Zip Code

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

For further information concerning this matter, please call:

Sarah Bullard At (407) 205-0343
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)

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 OF
INTEGRITY INSURANCE, LTD.,
WITH AND INTO INTEGRITY INVESTMENT SOLUTIONS, INC.**

The undersigned corporations, **INTEGRITY INSURANCE, LTD.**, an Anguilla corporation (Anguilla Company #1026679) (hereinafter the "Merging Corporation"), and **INTEGRITY INVESTMENT SOLUTIONS, INC.**, a Florida corporation (Florida Document # P16000048449) (hereinafter the "Surviving Corporation"), do hereby agree and adopt the following Articles of Merger for the purpose of merging the Merging Corporation with and into the Surviving Corporation.

1. The name of each of the undersigned corporations are: **INTEGRITY INSURANCE, LTD.**, and **INTEGRITY INVESTMENT SOLUTIONS, INC.** The name of surviving corporation as a result of this merger shall be **INTEGRITY INVESTMENT SOLUTIONS, INC.**

2. The **AGREEMENT AND PLAN OF MERGER OF INTEGRITY INSURANCE, LTD., WITH AND INTO INTEGRITY INVESTMENT SOLUTIONS, INC.** (the "Agreement and Plan of Merger") is attached hereto as "Exhibit A" and incorporated herein by reference.

3. The Board of Directors of the Merging Corporation approved and adopted the Agreement and Plan of Merger on June 1, 2016, and directed that such document be submitted to a vote of its shareholders. All of the shareholders of the Merging Corporation voted for the approval and adoption of the Agreement and Plan of Merger on June 1, 2016.


4. The Board of Directors of the Surviving Corporation approved and adopted the Agreement and Plan of Merger on June 1, 2016, and directed that such document be submitted to a vote of its shareholders. All of the shareholders of the Surviving Corporation voted for the approval and adoption of the Agreement and Plan of Merger on June 1, 2016.

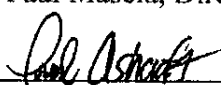
5. The merger pursuant to this Agreement and Plan of Merger shall become effective upon filing of these Articles of Merger with the Department of State of the State of Florida.

IN WITNESS WHEREOF, the undersigned corporations hereby make and file these Articles of Merger declaring and certifying that the facts stated herein are true, and hereby subscribe thereto and hereunto set their hands and seals this 1st day of June, 2016.

MERGING CORPORATION:

INTEGRITY INSURANCE, LTD.

By: 
Paul Mascia, Director

By: 
Paul Ashcraft, Director

SURVIVING CORPORATION:

INTEGRITY INVESTMENT SOLUTIONS,
INC.

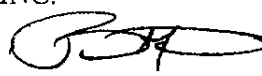
By: 
Paul Mascia, President

Exhibit "A"
Agreement and Plan of Merger

**AGREEMENT AND PLAN OF MERGER OF
INTEGRITY INSURANCE, LTD.,
WITH AND INTO INTEGRITY INVESTMENT SOLUTIONS, INC.**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this 1st day of June, 2016, by and between:

INTEGRITY INSURANCE, LTD, an Anguilla corporation (Anguilla Company #1026679) (hereinafter sometimes referred to as the "Merging Corporation"),

and

INTEGRITY INVESTMENT SOLUTIONS, INC., a Florida corporation (Florida Document #P16000048449) (hereinafter sometimes referred to as the "Surviving Corporation"),

said Merging Corporation and Surviving Corporation hereinafter sometimes referred to collectively as the "Constituent Corporations."

WITNESSETH:

WHEREAS, the Board of Directors and the Shareholders of each of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that the Merging Corporation be merged with and into the Surviving Corporation, under and pursuant to the laws of the State of Florida.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Constituent Corporations agree as follows:

**ARTICLE I
TERMS OF MERGER**

The Merging Corporation shall be merged with and into the Surviving Corporation. The corporation surviving after the merger shall be the Surviving Corporation, and the separate corporate existence of the Merging Corporation shall cease as of the effective date of this Agreement and Plan of Merger. The Surviving Corporation shall retain the name of "**INTEGRITY INVESTMENT SOLUTIONS, INC.**" after the merger. As of the effective date of this Agreement and Plan of Merger, the Surviving Corporation shall possess all of the right, privileges, powers and franchises of the Merging Corporation, of a public as well as private nature, and all property, real, personal or otherwise, of the Merging Corporation, and all debts due on whatever account to it, including all choses of action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving

Corporation without further act or deed; and except as provided herein, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II
CHARTER AND BYLAWS;
DIRECTORS AND OFFICERS

The Articles of Incorporation and the By-Laws of the Surviving Corporation, as in effect immediately prior to the merger hereunder, shall, after the merger, continue to be the Articles of Incorporation and the By-Laws of the Surviving Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation or By-Laws shall be affected by the merger hereunder. The persons who are the directors and officers of the Surviving Corporation immediately prior to the merger hereunder shall, after the merger, continue to serve as the directors and shareholders of the Surviving Corporation without change, subject to the provisions of the Articles of Incorporation and By-Laws of the Surviving Corporation and the laws of the State of Florida.

ARTICLE III
CONVERSION OF SHARES

After the effective date of this Agreement and Plan of Merger, the holder of all of the issued and outstanding certificates representing shares of common stock in the Merging Corporation shall surrender the same to the Surviving Corporation, and such certificates shall be canceled as of the effective date of this Agreement and Plan of Merger. The issued and outstanding certificates representing ownership of shares of common stock in the Surviving Corporation shall remain the only issued and outstanding certificates representing shares of stock in the Surviving Corporation, and shall not be affected by the merger under this Agreement and Plan of Merger.

ARTICLE IV
FURTHER ASSURANCES OF TITLE

If at any time the Surviving Corporation shall consider or be advised that any acknowledgments 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 Merging Corporation held immediately prior to the Effective Date, the Merging Corporation and its proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in the Surviving Corporation as shall be necessary to carry out the purposes of this Agreement of Merger, and the Surviving Corporation and the proper officers and directors thereof are fully authorized to take any and all such action in the name of the Merging Corporation or otherwise.

ARTICLE V
OTHER PROVISIONS

This merger of the Merging Corporation into the Surviving Corporation pursuant to this Agreement and Plan of Merger (the "Transaction") is intended as an "F" Reorganization under the United States Internal Revenue Code ("IRC"), and all provisions in this Agreement and Plan of Merger shall be interpreted accordingly and all terms used herein shall have the same meaning as those under the relevant provisions of the IRC. As such, (i) immediately after the Transaction and Plan of Merger, all stock of the Surviving Corporation shall be distributed in exchange for the stock of the Merging Corporation, (ii) the same person that owned all of the stock of the Merging Corporation at the beginning of the Transaction shall own all of the stock of the Surviving Corporation at the end in identical proportions; (iii) the Surviving Corporation did not hold any property or have any tax attributes immediately before the Transaction; (iv) the Merging Corporation shall completely liquidate in the Transaction for federal income tax purposes; (v) immediately after the Transaction, no corporation other than the Surviving Corporation may hold property that was held by the Merging Corporation immediately before the Transaction; and (vi) immediately after the Transaction, the Surviving Corporation may not hold property acquired from a corporation other than the Merging Corporation if the Surviving Corporation would, as a result, succeed to and take into account the items of such other corporation described in Section 381(c) of the IRC.

**ARTICLE VI
EFFECTIVE DATE**


The merger hereunder shall be effective as of the date of filing of this Agreement and Plan of Merger with the Department of State of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed on the day and date first above written.

MERGING CORPORATION:

INTEGRITY INSURANCE, LTD.

By: 
Paul Mascia, Director

By: 
Paul Ashcraft, Director

SURVIVING CORPORATION:

INTEGRITY INVESTMENT SOLUTIONS, INC.

By: 
Paul Mascia, President