

Division of Corporations
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PR17000031609

Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE
UNION FUNDING SOURCE, INC.

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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)
UNION FUNDING SOURCE, INC.	DELAWARE	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
UNION FUNDING SOURCE, INC.	FLORIDA	P17000031609

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 11/20/2017

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 11/20/2017

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)

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2017 DEC 13 AM 10:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

UNION FUNDING SOURCE, INC.



SHAUL DAHAN

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of November 17, 2017 (this "Agreement"), is entered into by and between Union Funding Source, Inc., a Florida corporation ("Union Source Funding (FL)"), and Union Funding Source, Inc., a Delaware corporation ("Union Source Funding (DE)").

WITNESSETH:

WHEREAS, Union Source Funding (FL) is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, Union Source Funding (DE) is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, the respective Boards of Directors of Union Source Funding (FL) and Union Source Funding (DE) have determined that it is advisable and in the best interests of such corporations and their stockholders that Union Source Funding (FL) merge with and into Union Source Funding (DE) upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, for United States federal income tax purposes, the parties hereto intend the Merger (as defined below) shall qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, and this Agreement is hereby adopted as a plan of reorganization for purposes of Section 368(a) of the Code and the Treasury Regulations promulgated thereunder;

WHEREAS, the shareholders of Union Source Funding (FL) have approved this Agreement, by execution of written consents in accordance with Section 607.1107 of the Florida Business Corporation Act;

WHEREAS, Union Source Funding (DE) has approved this Agreement, by execution of a written consent in accordance with Section 223 of the Delaware General Corporation Law.

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants herein contained, Union Source Funding (FL) and Union Source Funding (DE) hereby agree as follows:

1. Merger. Union Source Funding (FL) shall be merged with and into Union Source Funding (DE) (the "Merger") such that Union Source Funding (DE) shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). Appropriate documents necessary to effectuate the Merger shall be filed with the Secretaries of State of the States of Florida and Delaware and the Merger shall become effective at the time provided by applicable law (the "Effective Time").

2. Governing Documents. The Certificate of Incorporation of Union Source Funding (DE) shall be the Certificate of Incorporation of the Surviving Corporation, and the By-Laws of Union Source Funding (DE) shall be the By-Laws of the Surviving Corporation.

3. Directors. The persons who are directors of Union Source Funding (DE) immediately prior to the Effective Time shall, after the Effective Time, be the directors of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Certificate of Incorporation and By-Laws of the Surviving Corporation.

4. Officers. The persons who are officers of Union Source Funding (FL) immediately prior to the Effective Time shall, after the Effective Time, be the officers of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Certificate of Incorporation and By-Laws of the Surviving Corporation.

5. Succession. At the Effective Time, the separate corporate existence of Union Source Funding (FL) shall cease and (i) all the rights, privileges, powers and franchises of a public and private nature of the Corporation, subject to all the restrictions, disabilities and duties of the Corporation; (ii) all assets, property, real, personal and

mixed, belonging to the Corporation; and (iii) all debts due to the Corporation on whatever account, including stock subscriptions and all other things in action, shall succeed to, be vested in and become the property of the Surviving Corporation without any further act or deed as they were of the merger Corporations. The title to any real estate vested by deed or otherwise and any other asset, in such Corporation shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of Union Source Funding (FL) shall be preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against the Corporation may be prosecuted as if the Merger had not taken place. All debts, liabilities and duties of the Corporation shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of Union Source Funding (FL), its shareholders, Board of Directors and committees thereof, officers and agents that were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to Union Source Funding (FL). The employees and agents of Union Source Funding (FL) shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits that they enjoyed as employees and agents of Union Source Funding (FL).

6. 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 Union Source Funding (FL) such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Union Source Funding (FL), and otherwise to carry out the purposes of this Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Union Source Funding (FL) or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

7. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, (i) each share of Union Source Funding (FL) common stock, ("Union Source Funding (FL) Common Stock") issued and outstanding immediately prior to the Effective Time shall be changed and converted into one (1) validly issued, fully paid and non assessable share of Union Source Funding (DE) common stock, ("Union Source Funding (DE) Common Stock"); and (ii) each share of Union Source Funding (DE) Common Stock issued and outstanding immediately prior to the Effective Time and held by Union Source Funding (FL) shall be cancelled without any consideration being issued or paid therefor. After the Effective Time, the Surviving Corporation shall reflect in its stock ledger the number of shares of Union Source Funding (DE) Common Stock to which each shareholder of Union Source Funding (FL) is entitled pursuant to the terms hereof.

8. Fractional Shares. No fractional shares of DE Common shall be issued upon the conversion of any shares of Union Source Funding (FL) Common Stock.

9. Amendment. The parties hereto, by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement prior to the Effective Time.

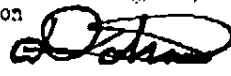
10. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

11. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.


12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the choice or conflict of law provisions contained therein to the extent that the application of the laws of another jurisdiction will be required thereby.

IN WITNESS WHEREOF, Union Source Funding (FL) and Union Source Funding (DE) have caused this Agreement to be executed and delivered as of the date first written above.

Union Source Funding, Inc., a Florida
corporation

By:  11/20/2017
Name: Shaul Dahan
Title: President

Union Source Funding, Inc., a Delaware
corporation

By:  11/20/2017
Name: Shaul Dahan
Title: President

[Signature Page to Agreement and Plan of Merger]