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 R. WHITE
 JAN 03 2018

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CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 987198 4326904

AUTHORIZATION : 

COST LIMIT : \$ 78.75

ORDER DATE : December 29, 2017

ORDER TIME : 3:45 PM

ORDER NO. : 987198-010

CUSTOMER NO: 4326904

ARTICLES OF MERGER

FORTIRA INC.

INTO

FORTIRA INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XXX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Roxanne Turner

EXAMINER'S INITIALS: _____

17 DEC 29

17 DEC 29 AM 9:41

RECEIVED
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

OF

FORTIRA INC.
a New Jersey Corporation

WITH AND INTO

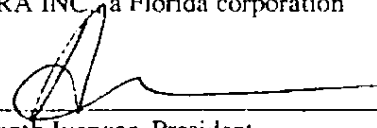
FORTIRA INC.
a Florida Corporation

The following Articles of Merger are submitted in accordance with Sections 607.1105 and 607.1107 of the Florida Business Corporation Act:

1. The name of the surviving corporation is FORTIRA Inc., a corporation validly incorporated and existing under the laws of the State of Florida (the "**Surviving Corporation**").
2. The name of the merging corporation is FORTIRA Inc., a corporation validly incorporated and existing under the laws of the State of New Jersey (the "**Merging Corporation**").
3. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit A.
4. The effective time of the merger is 12:01 AM on January 1, 2018.
5. The Agreement and Plan of Merger was adopted by the shareholders of the Surviving Corporation on December 29, 2017.
6. The Agreement and Plan of Merger was adopted by the shareholders of the Merging Corporation on December 29, 2017.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of this 29th day of **December** 2017.

SURVIVING CORPORATION:
FORTIRA INC., a Florida corporation

By: 
Ananth Iyengar, President

MERGING CORPORATION:
FORTIRA INC., a New Jersey corporation


By: 
Ananth Iyengar, President

EXHIBIT A
Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "**Agreement**") is made on December 29, 2017 between FORTIRA INC., a New Jersey corporation having an office located at 4365 Route 1 South, Suite 105, Princeton, NJ 08540 ("**Merging Corporation**"), and FORTIRA INC., a Florida corporation having an office located at 4365 Route 1 South, Suite 105, Princeton, NJ 08540 ("**Surviving Corporation**") (Surviving Corporation and Merging Corporation are hereafter sometimes referred to individually as a "**Party**" and collectively as the "**Parties**").

BACKGROUND STATEMENTS

Merging Corporation was incorporated in New Jersey on May 22, 1996, under the name RIK Technologies, Inc., by the filing of a certificate of incorporation with the Treasurer of the State of New Jersey. Merging Corporation changed its name to FORTIRA Inc. by the filing of a certificate of amendment to its certificate of incorporation on January 25, 2012. The authorized capital stock of Merging Corporation consists of one hundred (100) shares of common stock, no par value, all of which are currently issued and outstanding.

Surviving Corporation was incorporated in Florida on December 29, 2017, by the filing of Articles of Incorporation with the Secretary of State of the State of Florida. The authorized capital stock of Surviving Corporation consists of one hundred (100) shares of common stock, no par value, of which ten (10) shares are currently issued and outstanding.

The Parties desire to enter into this Agreement providing for the merger of Merging Corporation into Surviving Corporation (the "**Merger**") for purposes of effecting a tax-free reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "**Code**").

AGREEMENT

The Parties, intending to be legally bound, agree as follows:

1. The Merger.

1.1. *Merger.* Subject to and in accordance with the terms and conditions of this Agreement and the applicable provisions of the Florida Business Corporation Act (the "**FLBCA**") and the New Jersey Business Corporation Act (the "**NJBCA**"), at the "**Effective Time**" (as defined in Section 1.2):

(a) Merging Corporation will merge with and into Surviving Corporation and the separate existence of Merging Corporation will cease;

(b) Surviving Corporation will be the successor in the Merger and will continue its existence as a Florida corporation in accordance with the FLBCA;

(c) all of the assets, properties, rights, privileges, immunities, powers and franchises of Merging Corporation will vest in Surviving Corporation, and all debts, liabilities, obligations and duties of Merging Corporation will become the debts, liabilities and duties of Surviving Corporation; and

(d) the separate existence of Surviving Corporation with all its rights, privileges, immunities, powers and franchises will continue unaffected by the Merger.

1.2. *Effective Time.* Following the execution and approval of the Merger in accordance with the FLBCA and NJBCA, the Parties will cause Articles of Merger (the "**Articles of Merger**") in the form annexed hereto as Exhibit A to be executed and filed with the Secretary of State of the State of Florida and a Certificate of Merger (the "**Certificate of Merger**") in the form annexed hereto as Exhibit B to be executed and filed with the Treasurer of the State of New Jersey. The Merger will be effective at 12:01 A.M. on January 1, 2018 (the "**Effective Time**").

1.3. *Effects of the Merger.* From and after the Effective Time, the Merger will have the effects set forth in this Agreement and in the FLBCA and NJBCA.

1.4. *Conversion of Shares.* At the Effective Time, by virtue of the Merger and without any further action on the part of the Parties or their shareholders, (i) each share of Merging Corporation's common stock issued and outstanding immediately prior to the Effective Time will be converted into one (1) fully paid share of Surviving Corporation's common stock, and (ii) each share of Surviving Corporation's common stock issued and outstanding immediately prior to the Effective Time will be canceled. The shareholdings of Surviving Corporation at the Effective Time will be identical to the shareholdings of Merging Corporation immediately prior to the Effective Time.

1.5. *Stock Certificates.* From and after the Effective Time, and until such time as the board of directors of Surviving Corporation issues new stock certificates, all of the outstanding certificates which prior to the Effective Time represented shares of Merging Corporation's common stock shall be deemed for all purposes to represent shares of Surviving Corporation's common stock.

1.6. *Tax-Free Reorganization.* The Parties intend that the Merger will constitute a tax-free reorganization under Section 368(a)(1)(F) of the Code, and that this Agreement constitutes a plan of reorganization within the meaning of the regulations thereunder.

1.7. *Execution, Filing and Recordation.* The Parties will cause to be executed, filed and recorded the Articles of Merger, the Certificate of Merger and any other document or documents prescribed by the State of Florida and State of New Jersey, and they will cause to be performed all necessary acts within the State of Florida, the State of New Jersey and elsewhere, to effectuate the Merger.

1.8. *Subsequent Actions.* If at any time following the Effective Time, Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm in Surviving Corporation its right, title and interest in, to or under any of the rights, properties or assets of Merging Corporation acquired by Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the president of Surviving Corporation is authorized to execute and deliver, in the name and on behalf of Merging Corporation or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of Merging Corporation or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in Surviving Corporation or otherwise to carry out this Agreement.

2. Surviving Corporation.

2.1. *Articles of Incorporation.* The articles of incorporation of the Surviving Corporation in effect immediately prior to the Effective Time will be the articles of incorporation of the Surviving Corporation following the Merger, until such time as they may be amended in accordance with the FLBCA and the Surviving Corporation's articles of incorporation and bylaws.

2.2. *Bylaws.* The bylaws of Surviving Corporation in effect immediately prior to the Effective Time will be the bylaws of Surviving Corporation following the Merger, until such time as they may be amended in accordance with the FLBCA and the Surviving Corporation's articles of incorporation and bylaws.

2.3. *Directors and Officers.* The directors and officers of Surviving Corporation immediately prior to the Effective Time shall be the directors and officers of Surviving Corporation until their successors shall have been duly elected or appointed and qualified in accordance with applicable law and Surviving Corporation's articles of incorporation and bylaws.

3. Closing Deliveries. At the closing of the Merger (the "Closing"), the Parties shall execute and deliver or cause to be executed and delivered:

(a) Resolutions of the Party's board of directors and shareholders authorizing the execution and delivery of this Agreement and the consummation of the transactions contemplated herein;

(b) the Articles of Merger;

(c) the Certificate of Merger; and

(d) Such further instruments of assignment, conveyance or transfer or other documents of further assurance as either Party may reasonably request.

4. Termination. This Agreement may be terminated at any time prior to Effective Time by either Party. In the event of such termination, this Agreement shall become void and neither Party nor their respective partners, managers or members shall have any liability hereunder. If the Articles of Merger and Certificate of Merger are filed in advance of the Effective Time, the Parties will execute and file such documents as may be required under the FLBCA and NJBCA to evidence termination of this Agreement and the Merger.

5. General Provisions.

5.1. *Entire Agreement.* This Agreement supersedes all prior discussions and agreements among the Parties hereto with respect to the subject matter hereof, and contains the sole and entire agreement among the Parties hereto with respect to the subject matter hereof.

5.2. *No Third Party Beneficiary.* The terms and provisions of this Agreement are intended solely for the benefit of each Party hereto and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person.

5.3. *No Assignment; Binding Effect.* Neither this Agreement nor any right, interest or obligation hereunder may be assigned by either Party hereto without the prior written consent of the other Party and any attempt to do so will be void. Subject to the foregoing, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties hereto and their respective successors and assigns.

5.4. *Headings.* Headings used in this Agreement are for convenience only and do not control or affect the meaning, construction or effect of this Agreement or of any of the provisions thereof.

5.5. *Severability.* In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions will remain in full force and effect. In the event any provision of this document is found by a court of competent jurisdiction to exceed the limits permitted by any applicable law or to be invalid or unenforceable as written, such court(s) may exercise its discretion in reforming such provision(s) to the extent necessary to make it reasonable and enforceable.

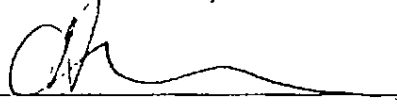
5.6. *Governing Law.* This Agreement is governed by and is to be construed in accordance with the laws of the State of Florida without giving effect to its choice-of-law provisions.

5.7. *Counterparts.* This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be duly executed and delivered in its name and, on its behalf, all as of the day and year first above written.

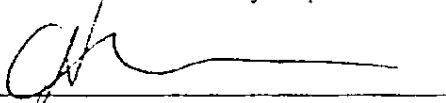
SURVIVING CORPORATION:

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