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MERGER OR SHARE EXCHANGE
VIGTECH MARKETS CORP.

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C. GOLDEN
OCT - 1 2019

2019 SEP 3

ARTICLES OF MERGER
of
VIGTECH MARKETS CORP.
(a Florida corporation)
with and into
VIGTECH MARKETS CORP.
(a Delaware corporation)

The following Articles of Merger are submitted in accordance with 607.1105 Florida Business Corporation Act.

1. Pursuant to an Agreement and Plan of Merger, dated as of September 30, 2019 (the ***of Merger***"), vigTECH Markets Corp., a Florida corporation ("***vigTECH Florida***" merge with and into vigTECH Markets Corp., a Delaware corporation ("***vig1 Delaware***"), with vigTECH Delaware surviving the merger.

2. The Plan of Merger, a copy of which is attached hereto as Exhibit A, was approv vigTECH Florida and its shareholders in accordance with Chapter 607 of the F Business Corporation Act and by vigTECH Delaware and its stockholders in accor with the applicable laws of the State of Delaware, on September 30, 2019.

3. The laws of the state under which each corporation that is a party to this mer incorporated permits such merger.

4. The address of the principal office of vigTECH Delaware under the laws of the st Delaware is 777 S. Harbour Island Blvd., Ste. 128 Tampa, Florida 33602.

5. The merger shall become effective immediately upon filing of this Certificate of M with the Secretary of State of Florida (the "***Effective Date***") in accordance with Se 607.0123(1) of the Florida Business Corporation Act. On the Effective Date, the sep existence of vigTECH Florida shall cease, and vigTECH Delaware shall surviv merger.

6. vigTECH Delaware appoints the Secretary of State of the State of Florida as its age accept service of process in any proceeding to enforce any obligations or the rights o dissenting shareholders of vigTECH Florida.

7. vigTECH Delaware has agreed to promptly pay to any dissenting shareholders of domestic corporation that is a party to the merger the amount, if any, to which the entitled pursuant to Section 607.1302 of the Florida Business Corporation Act.

[Signature page follows]

The undersigned execute this Certificate of Merger subject to the penalties impos law for the submission of a materially false or fraudulent instrument.

EXECUTED as of the 30th day of September, 2019.

VIGTECH MARKETS CORP.,
a Florida Corporation

By:____________________
Name: Jonathan Gibbons
Title: President

VIGTECH MARKETS CORP.,
a Delaware Corporation

By:____________________
Name: Jonathan Gibbons
Title: President

EXHIBIT A

PLAN OF MERGER

[*Attached*]

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "***Agreement***"), dated as of September 30, 2(between **vigTECH Markets Corp.**, a Florida corporation ("***vigTECH Florida***"), and **vig**] **Markets, Corp.**, a Delaware corporation ("***vigTECH Delaware***"; together with vigTECH F collectively, the "***Constituent Corporations***").

RECITALS

WHEREAS, vigTECH Florida is a corporation duly organized and existing under the laws State of Florida.

WHEREAS, vigTECH Florida has the authority to issue 10,000 shares of authorized Co Stock, each share having the par value of one cent ($.01). As of the date hereof, 10,000 sha Common Stock were issued and outstanding, with 5,000 shares held by FeC Catalyst Inc 5,000 shares held by Nicholas J. Koen. No other shares were outstanding.

WHEREAS, vigTECH Delaware is a corporation duly organized and existing under the la the State of Delaware.

WHEREAS, vigTECH Delaware has the authority to issue 16,000,000 total shares of all c of stock, consisting of (a) 13,800,000 shares of Common Stock, $0.0001 per share ar 2,200,000 shares of Preferred Stock, $0.0001 per share. As of the date hereof, 10,256,410 s of Common Stock were issued and outstanding, with 5,000,000 shares held by FeC Catalys 5,000,000 shares held by Nicholas J. Koen, and 256,410 shares held by ICT Investment Fund

WHEREAS, the Board of Directors of vigTECH Florida has determined that, for the purp effecting the reincorporation of vigTECH Florida in the State of Delaware, it is advisable a the best interests of vigTECH Florida and its shareholders that vigTECH Florida merge wit into vigTECH Delaware upon the terms and conditions herein provided, with vigTECH Del surviving the merger.

WHEREAS, the respective Boards of Directors of vigTECH Florida and vigTECH Delaware approved and declared the advisability of this Agreement and have directed that this Agree be submitted to a vote of their respective shareholders and executed by the undersigned offi

WHEREAS, the respective shareholders holding all of the outstanding common stock of vigT Florida and vigTECH Delaware approved this Agreement by written consent.

AGREEMENT

Now, therefore, in consideration of the mutual agreements and covenants set forth he vigTECH Florida and vigTECH Delaware hereby agree, subject to the terms and condi hereinafter set forth, as follows:

1. **Merger.**

(a) **Merger**. In accordance with the provisions of this Agreement, the Florida Bu Corporation Act ("***FBCA***") and the Delaware General Corporation Law ("***D(*** vigTECH Florida shall be merged with and into vigTECH Delawar "***Merger***"), the separate existence of vigTECH Florida shall cease, and vig Delaware shall be, and is herein sometimes referred to as, the "***Sur Corporation***," and the name of the Surviving Corporation shall be **vigT Markets Corp.**

(b) **Filing and Effectiveness**. The Merger shall become effective when the foll actions shall have been completed:

(i) The executed Certificate of Merger meeting the requirements of the I (the "***Delaware Certificate of Merger***") shall have been filed wi Secretary of State of the State of Delaware; and

(ii) A certified copy of the Delaware Certificate of Merger shall have beer with the Secretary of State of the State of Florida.

The date and time when the Merger shall become effective, as aforesaid, is h called the "***Effective Date of the Merger.***"

(c) **Effect of the Merger**. Upon the Effective Date of the Merger, the sep existence of vigTECH Florida shall cease and vigTECH Delaware will, wi further action, as provided by the laws of the States of Florida and Dela possess all the rights, privileges, immunities, and powers of vigTECH Florid shall be subject to all the restrictions, disabilities, and duties of vigTECH Fl to the extent the rights, privileges, immunities, powers, restrictions, disabilitie: duties are applicable to vigTECH Delaware. All property, real, personal mixed, and all debts due on whatever account, including promises to make ca contributions and subscriptions for shares, and all other things and causes of ac and all and every other interest of, belonging to, or due to vigTECH Florida be vested in vigTECH Delaware without further act or deed. All rights, title interests to all real estate and other property owned by or vested in vigT Florida shall be allocated to and vested in vigTECH Delaware and shall not r or be in any way impaired by reason of the Merger, without further act or deed without any transfer or assignment having occurred, but shall be subject to existing liens or other encumbrances thereon. All liabilities and obligatio vigTECH Florida shall be allocated to vigTECH Delaware, and vigT Delaware shall be liable for all liabilities and obligations of vigTECH Flo vigTECH Delaware shall be the primary obligor therefor and, except as other set forth herein or as otherwise provided by law or contract, no other party to Merger, other than the Surviving Corporation shall be liable therefor. Any c existing or action or proceeding pending by or against vigTECH Florida ma prosecuted and continued as if the Merger had not taken place, or vigT Delaware may be substituted in the action or proceeding. Neither the righ

creditors nor any liens on the property of vigTECH Florida shall be impaired
Merger.

2. **Charter Documents, Directors, and Officers.**

(a) **Certificate of Formation.** The Certificate of Formation of vigTECH Delav
in effect immediately prior to the Effective Date of the Merger shall continue
force and effect as the Certificate of Formation of the Surviving Corporatio
duly amended in accordance with the provisions thereof and applicable law.

(b) **Bylaws.** The Bylaws of vigTECH Delaware as in effect immediately prior
Effective Date of the Merger shall continue in full force and effect as the B
of the Surviving Corporation until duly amended in accordance with the prov
thereof and applicable law.

(c) **Directors and Officers.** The directors and officers of vigTECH Del
immediately prior to the Effective Date of the Merger shall be the directoı
officers of the Surviving Corporation until their successors shall have beer
elected and qualified or until as otherwise provided by law, the Certifica
Formation of the Surviving Corporation or the Bylaws of the Surv
Corporation.

3. **Manner of Conversion of Stock.**

(a) **vigTECH Florida Common Stock**. Upon the Effective Date of the Merger,
share of vigTECH Florida Common Stock, issued and outstanding immed
prior thereto shall by virtue of the Merger and without any action by the Const
Corporations, the holder of such shares, or any other person, be cancelle
retired, without any consideration being delivered in respect thereof.

(b) **vigTECH Delaware Common Stock.** Upon the Effective Date of the Merg
virtue of the Merger and without any action on the part of any person, all ca
stock of vigTECH Delaware as the Surviving Corporation issued and outstar
immediately prior to the Effective Date of the Merger shall remain issuec
outstanding and unchanged as a result of the Merger.

4. **Conditions**. The obligations of vigTECH Florida under this Agreement shal
conditioned upon the occurrence of the following events:

(a) **Shareholder Approval.** The terms of this Agreement shall have been
approved by the shareholders of vigTECH Florida and vigTECH Delaware.

(b) **Consents, Approvals, or Authorizations**. Any consents, approvals
authorizations that vigTECH Florida and/or vigTECH Delaware deems nece
or appropriate to be obtained in connection with the consummation of the M
shall have been obtained, including, but not limited to, approvals with respe
federal and state securities laws.

5. **General.**

(a) **Covenants of vigTECH Delaware.** vigTECH Delaware covenants and agre it will, on or before the Effective Date of the Merger, take such other acti may be required by the FBCA and the DGCL.

(b) **Further Assurances.** From time to time, as and when required by vig Delaware or by its successors or assigns, there shall be executed and delive behalf of vigTECH Florida such deeds and other instruments, and there sh taken or caused to be taken by it such further and other actions as shall be a priate or necessary in order to vest or perfect in or conform of record or othe by vigTECH Delaware the title to and possession of all the property, int assets, rights, privileges, immunities, powers, franchises, and authority of vigT Florida and otherwise to carry out the purposes of this Agreement, and the of and directors of vigTECH Delaware are fully authorized in the name and on l of vigTECH Florida or otherwise to take any and all such action and to execu deliver any and all such deeds and other instruments.

(c) **Abandonment.** At any time before the Effective Date of the Merger Agreement may be terminated and the Merger may be abandoned for any r whatsoever by the Board of Directors of either vigTECH Florida or of vigT Delaware, or of both, notwithstanding the approval of this Agreement b shareholders of vigTECH Florida or by the shareholders of vigTECH Delawa by both.

(d) **Amendment.** The Boards of Directors of the Constituent Corporations may a this Agreement at any time prior to the Effective Date of the Merger, provided an amendment made subsequent to applicable shareholder approval shall unless approved by such shareholders as required by law:

(i) Alter or change the amount or kind of shares, securities, cash, pro and/or rights to be received in exchange for or on conversion of all o of the shares of any class or series thereof of such Constituent Corpora

(ii) Alter or change any term of the Certificate of Formation of the Survi Corporation to be effected by the Merger; or

(iii) Alter or change any of the terms and conditions of this Agreement if alteration or change would adversely affect the holders of any class or s of capital stock of any Constituent Corporation.

(e) **Governing Law.** This Agreement shall in all respects be construed, interpr and enforced in accordance with and governed by the laws of the State of Dela and, so far as applicable, the merger provisions of the DGCL.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of whic deemed an original, but all of which constitutes one and the same agreem Delivery of an executed counterpart of this Agreement, by facsimile, electr mail in portable document format (.pdf) or by any other electronic means in to preserve the original graphic and pictoral appearance of the document l same effect as delivery of an executed original of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement and Plan of Merger, having first been approvec resolutions of the Boards of Directors of the Constituent Corporations, is hereby exect behalf of such Constituent Corporations.

VIGTECH MARKETS CORP.
a Florida corporation

By: ____________________
Name: Jonathan Gibbons
Title: President

VIGTECH MARKETS CORP.
a Delaware corporation

By: ____________________
Name: Jonathan Gibbons
Title: President