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**MERGER OR SHARE EXCHANGE
KELTA SERVICES, INC.**

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ARTICLES OF MERGER**OF****KELTA SERVICES, INC.
(a New York corporation)****WITH AND INTO****KELTA SERVICES, INC.
(a Florida corporation)**

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 merging corporation is **Kelta Services, Inc.**, a New York corporation (the "Merged Company"). The date upon which its certificate of incorporation was filed by the Department of State is August 14, 2008.

SECOND: The name and jurisdiction of the surviving corporation is **Kelta Services Inc.**, a Florida corporation (the "Surviving Company"). The date upon which its certificate of incorporation was filed by the Department of State is December 18, 2020.

THIRD: That attached as Exhibit A hereto is the Plan of Merger.

FOURTH: That the Merger shall become effective as of January 1, 2021.

FIFTH: That the Plan of Merger was adopted by the board of directors and shareholders of the Merged Company on December 21, 2020.

SIXTH: That the Plan of Merger was adopted by the board of directors of the Surviving Company on December 21, 2020.

[Signature Page Follows]

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IN WITNESS WHEREOF, these Articles of Merger have been executed by the
undersigned as of December 21, 2020

MERGED COMPANY:**Kelta Services, Inc.**, a New York corporation

By: 
Title President

SURVIVING COMPANY:**Kelta Services, Inc.**, a Florida corporation

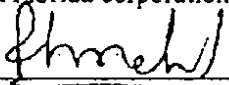
By: 
Title President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter called this "Plan"), dated as of December 21, 2020 is made by and between Kelta Services, Inc., a New York corporation ("Merged Company") and Kelta Services, Inc., a Florida corporation ("Surviving Company," and collectively with the Merged Company, the "Companies").

WITNESSETH:

WHEREAS Merged Company is a corporation organized under the laws of the State of New York, with its principal place of business located at 80 Skyline Drive, Suite 101, Plainview, New York 11803; and

WHEREAS Surviving Company is a corporation organized under the laws of the State of Florida, with its principal place of business located at 3090 McDonald Ave, Miami, Florida 33133; and

WHEREAS the Companies desire to merge under and pursuant to the applicable provisions of the laws of the State of Florida which laws permit such a merger; and

WHEREAS the board of directors and the shareholders of Merged Company and the board of the directors of the Surviving Company have each deemed it advisable and in the best interests of the Companies, for the Merged Company to merge with and into the Surviving Company, and with the Surviving Company to continue to exist as the Surviving Company of such transaction; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. THE MERGER: EFFECTIVE TIME

The Terms and Conditions of the Merger are as follows:

Section 1.1 Effective Time. The Merger shall be effective at 12:01 a.m. on January 1, 2021 (the "Effective Time").

Section 1.2 The Merger.

(a) Subject to the terms and conditions contained in this Plan, at the Effective Time, Merged Company shall be merged with and into Surviving Company and the separate existence of Merged Company shall thereupon cease (the "Merger"). Surviving Company shall be the surviving entity in the Merger and shall continue to be governed by the laws of the State of Florida. The Surviving Company, without the intervention of any court or otherwise, shall hold and enjoy all rights and interests, in the same manner and to the same extent as such rights and

interests were held or enjoyed by the Surviving Company and the Merged Company immediately prior to the Effective Time.

(b) At the Effective Time, the Surviving Company shall be liable for all debts, liabilities, and obligations of the Surviving Company and the Merged Company. All debts, liabilities, and obligations of the Surviving Company and the Merged Company shall be those of the Surviving Company as if the Surviving Company had itself incurred such debts, liabilities, and obligations, and shall not be released or impaired by the Merger.

II. ORGANIZATIONAL DOCUMENTS OF THE SURVIVING COMPANY

Section 2.1 Organizational Documents of the Surviving Company. The Articles of Incorporation of the Surviving Company, as in effect as of the Effective Time, shall continue in full force and effect as the Articles of Incorporation of the Surviving Company. No changes or amendments to the Articles of Incorporation or the bylaws of the Surviving Company shall be deemed to occur as a result of the Merger.

Section 2.2 Shares. The shares of stock of the shareholders of Surviving Company shall be the stockholders of the Merged Company, each of who will hold the same number of shares of stock of the Surviving Company as he held of the shares of stock in the Merged Company.

III. DIRECTORS AND OFFICERS OF THE SURVIVING COMPANY

Section 3.1 The individuals that are the directors and officers of the Merged Company immediately prior to the Merger shall be the directors and officers of the Surviving Company after the Merger.

IV. CANCELLATION OF STOCK IN THE MERGER

Section 4.1 At the Effective Time, each share of common stock of Merged Company outstanding immediately prior to the Effective Time shall by virtue of the Merger be converted into and become shares of common stock of Surviving Company, and each share of stock of the Surviving Company outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without the surrender of certificates or any other action by the holder of such stock, be cancelled.

V. TERMINATION AND AMENDMENT

Section 5.1 Termination by Mutual Consent. This Plan may be terminated and the Merger may be abandoned at any time prior to the Effective Time, before or after the approval of this Plan by the shareholders of Merged Company, or by the mutual consent of the Companies by action of their respective shareholders.

Section 5.2 Effect of Termination and Abandonment. In the event of termination of this Plan and abandonment of the Merger pursuant to this Article V, no party hereto (or any of its directors, officers or shareholders) shall have any liability or further obligation to any other party

to this Plan, except that nothing herein will relieve any party from liability for any breach of this Plan.

Section 5.3 Amendment. The directors and shareholders of each Company may amend this Plan at any time prior to the filing of Articles of Merger with the Secretary of State of the State of Florida, provided that an amendment made subsequent to the adoption of this Plan by the directors and shareholders of either of the Companies shall not, without further approval by the directors and shareholders of the other Company, (i) alter or change the amount or kind of securities, and/or rights to be received by Surviving Company shareholders in exchange for or on conversion of all or any of their shares of stock of Surviving Company; (ii) alter or change any term of the Articles of Incorporation of the Surviving Company to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Plan if such alteration or change would adversely affect the shareholders of Merged Company. This Plan shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

VI. MISCELLANEOUS AND GENERAL

Section 6.1 Counterparts. For the convenience of the parties hereto, this Plan may be executed in counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

Section 6.2 Governing Law. This Plan shall be governed by and construed in accordance with the laws of the State of Florida.

Section 6.3 Entire Plan, etc. This Plan (a) constitutes the entire agreement, and supersedes all other prior agreements and understanding, both written and oral, among the parties, with respect to the subject matter hereof, (b) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder, and (c) shall not be assignable by operation of law or otherwise.

Section 6.4 Captions. The captions and headings used herein are for convenience of reference only, do not constitute part of this Plan and shall not be deemed to limit or otherwise affect any of the provisions hereof.