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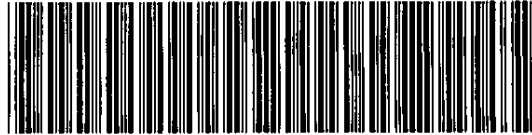
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Date: 12/29/2016

Account #: I20000000088

Name: Michelle Walker

Reference #: T007404

ENTITY NAME: OBM MIAMI, INC.

☐ Articles of Incorporation/Authorization to Transact Business

☐ Amendment

☐ Annual Report

☐ Change of Agent

☐ Reinstatement

☐ Conversion

☒ Merger

☐ Dissolution/Withdrawal

☐ Fictitious Name

☒ Other: CERTIFIED COPY UPON FILING

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OFFICE OF CORPORATE  
SECRETARY

Please return a copy of this cover sheet with the evidence.

Authorized Amount: \$78.75

\*If authorized amount is not correct, please call  
Michelle at 518-213-0737 for approval.  
Thanks!

Signature: Michelle Walker

Date: 12/29/2016

Account #: 120000000088

Name: Michelle Walker

Reference #: T007404

ENTITY NAME: OBM MIAMI, INC.

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☒ Other: CERTIFIED COPY UPON FILING

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NCR NATIONAL CORPORATE RESEARCH

Please return a copy of this cover sheet with the evidence.

Authorized Amount: \_\_\_\_\_

\*If authorized amount is not correct, please call  
Michelle at 518-213-0737 for approval.  
Thanks!

Signature: \_\_\_\_\_

**ARTICLES OF MERGER**  
**OF**  
**OBM ADMINISTRATION, INC.**

with and into

**OBM MIAMI, INC.**

**Dated January 1, 2017**

16 DEC 29 PM 4:42  
OFFICE OF THE CLERK  
STATE OF FLORIDA

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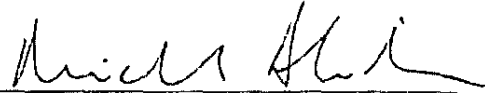
Pursuant to and in accordance with the provisions of Section 607.1101, 607.1103, and 607.1105 of the Florida Business Corporation Act ("FBCA"), OBM International Ltd., a company duly organized and existing under and by virtue of the laws of the British Virgin Islands ("Parent"), OBM Administration, Inc., a company duly organized and existing under and by virtue of the laws of the State of Florida ("Target"), and OBM Miami, Inc., a company duly organized and existing under and by virtue of the laws of the State of Florida ("Surviving Company"), do hereby adopt these Articles of Merger (these "Articles") for the purpose of merging Target with and into Surviving Corporation (the "Merger").

1. Plan of Merger. That certain Agreement and Plan of Merger (the "Plan"), dated as of January 1, 2017, is attached hereto as Exhibit A.
2. Effective Time. The Merger shall be effective upon the filing of these Articles with the Secretary of State of the State of Florida (the "Effective Time"). At the Effective Time, by virtue of the Merger and without any action on the part of Target or the Surviving Corporation, Target shall be merged with and into Surviving Corporation, with Surviving Corporation being the surviving corporation of the Merger and the separate existence of Target shall thereupon cease. The Merger shall have the effects set forth in Section 607.1106 of the FBCA, and all property, rights, privileges, policies and franchises of each of the Surviving Corporation and Target shall vest in the Surviving Corporation and all debts, liabilities and duties of each of the Surviving Corporation and Target shall become the debts, liabilities and duties of the Surviving Corporation.
3. Date of Plan Adoption. The Plan was approved by a unanimous written consent of the board of directors of Parent, and by joint written consent of the sole shareholder and board of directors of each of the Surviving Corporation and Target, dated as of January 1, 2017.
4. Counterparts; Facsimile Signatures. These Articles may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Facsimile or other electronically scanned and transmitted signatures shall be deemed originals for all purposes of these Articles.

[Signature page follows]

**IN WITNESS WHEREOF**, the undersigned have executed these Articles as of the date first set forth above.

**OBM ADMINISTRATION, INC.**

By: 

Name: Michael D. Wilson

Title: Chief Operating Officer

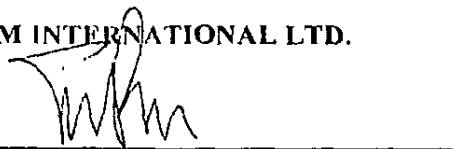
**OBM MIAMI, INC.**

By: 

Name: Douglas A. Kudig

Title: CEO, President

**OBM INTERNATIONAL LTD.**

By: 

Name: Timothy Peck

Title: Chairman

**Exhibit A**

**[AGREEMENT AND PLAN OF MERGER]**

## PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** was entered into as of this 1<sup>st</sup> day of January 2017, by and among, OBM Administration, Inc., a company duly organized and existing under and by virtue of the laws of the State of Florida (the "OBMA"), and OBM Miami, Inc., a company duly organized and existing under and by virtue of the laws of the State of Florida ("OBMM", and together with OBMA, the "Constituent Corporations"), and OBM International Ltd., a company duly organized and existing under and by virtue of the laws of the British Virgin Islands ("Parent").

### WITNESSETH:

**WHEREAS**, as of and effective at the time that the Articles of Merger (as defined herein) are filed with the Secretary of State of the State of Florida, Parent was the record and beneficial owner of all of the issued and outstanding capital stock of both OBMA (the "OBMA Common Stock"), and of all the issued and outstanding capital stock of OBMM (the "OBMM Common Stock"); and

**WHEREAS**, Parent, as the parent company of OBMA and OBMM, desires to merge OBMA with and into OBMM, with OBMM being the surviving corporation (the "Merger") on the terms and subject to the conditions set forth in this Agreement and Plan of Merger (the "Plan"); and

**WHEREAS**, the shareholders and directors of the Parent and of the Constituent Corporations have determined that it is advisable and in the best interests of the Parent, that OBMA be merged with and into OBMM, on the terms and conditions set forth herein, in accordance with Section 607.1104 of the Florida Business Corporation Act (the "Act").

**NOW, THEREFORE**, Parent and the Constituent Corporations, as parties to this Plan, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby agree, as of the Effective Time (as further defined herein), as follows:

1. **THE MERGER.** At the Effective Time and in accordance with the provisions of this Plan and the Articles of Merger, as required by the Act (the "Articles of Merger"), OBMA shall be merged with and into OBMM and the separate existence of OBMA shall cease. OBMM shall be the surviving corporation in the Merger and shall continue its corporate existence under the Act under its current name, as a wholly-owned subsidiary of Parent (OBMM, in such capacity, being hereinafter sometimes referred to as the "Surviving Corporation").

2. **EFFECTIVE TIME OF THE MERGER.** Simultaneously with or as soon as practicable after the execution of this Plan, Parent, OBMA and OBMM will execute, and Parent will cause OBMA and OBMM to execute, the appropriate Articles of Merger, and shall file or cause to be filed such Articles of Merger with the Secretary of State of the State of Florida and the Merger shall become effective at such time (the "Effective Time").

3. **EFFECT OF MERGER.** At the Effective Time, (a) the Surviving Corporation shall own and possess all assets and property of every kind and description, and every interest therein, wherever located, and all rights, privileges, immunities, power, franchises and authority

of a public as well as a private nature, of the OBMA, and all obligations owed to, belonging to or due to OBMA, all of which shall be vested in the Surviving Corporation pursuant to the Act without further act or deed, and (b) the Surviving Corporation shall be liable for all claims, liabilities and obligations of the OBMA, all of which shall become and remain obligations of the Surviving Corporation pursuant to the Act without further act or deed.

4. **SURVIVING CORPORATION.** At the Effective Time, the Articles of Incorporation and Bylaws of the Surviving Corporation shall be identical to the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of the Surviving Corporation. The directors and officers, as set forth on Schedule 1, attached hereto and incorporated by reference in this Plan, shall be the directors and officers, respectively, of the Surviving Corporation, until their successors shall have been duly elected or appointed and qualified or until their earliest death, resignation or removal in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws.

5. **STATUS AND CONVERSION OF COMMON STOCK.** At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any shares of common stock of either of the Constituent Corporations:

5.1 All of the shares of OBMA Common Stock issued and outstanding at the Effective Time shall be converted into, exchanged for and become one (1) validly issued, fully paid and non-assessable share of OBMM Common Stock (the "Conversion Share"); such Conversion Share shall, immediately upon conversion, (i) become treasury stock of OBMM and, as such, (ii) be canceled and cease to exist from and after the Effective Time.

5.2 Each share of OBMA Common Stock held by Parent shall be automatically canceled and shall cease to exist from and after the Effective Time.

5.3 After the Effective Time each holder of an outstanding certificate representing shares of OBMA Common Stock, if any, may surrender the same to Surviving Corporation and each such holder shall be entitled upon such surrender to receive the number of shares of OBMM Common Stock on the basis provided herein. Until surrendered, the outstanding shares of OBMA Common Stock to be converted into the OBMM Common Stock, as provided herein, may be treated by the Surviving Corporation for all corporate purposes as evidencing the ownership of shares of OBMM Common Stock as though said surrender and exchange had taken place.

5.5 At the Effective Time, all shares of OBMA Common Stock that are then held by OBMA in its treasury shall cease to exist and all certificates representing such shares shall be canceled and no cash or securities or other property shall be issued in the Merger in respect thereof.

6. **CLOSING OF OBMA'S TRANSFER BOOKS.** At the Effective Time, the stock transfer books of OBMA shall be closed and no transfer of shares of OBMA which were outstanding immediately prior to the Effective Time shall thereafter be made. If, after the Effective Time, subject to the terms and conditions of this Plan, certificates formerly representing OBMA Common Stock are presented to the Surviving Corporation, they shall be



canceled and exchanged for common stock of the Surviving Corporation in accordance with this Plan.

7. **FURTHER ASSURANCES.** From time to time, from and after the date hereof, the parties will execute and deliver to one another any and all further agreements, instruments, certificates and other documents as may be requested by the other party in order to more fully consummate the transactions contemplated hereby, and to effect an orderly transition of the ownership and operations of the business of OBMA to the Surviving Corporation.

8. **COSTS AND EXPENSES.** Parent shall pay all costs and expenses of accomplishing the Merger.

9. **ENTIRE AGREEMENT.** This Plan and the other agreements and instruments referred to herein constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede all prior agreements or understandings as to such subject matter.

10. **AMENDMENTS AND MODIFICATIONS.** At any time before the filing with the Secretary of State of the State of Florida of the Articles of Merger, to be filed in connection with this Plan, the Parent may amend this Plan. If the Articles of Merger already have been filed with the Secretary of State, amended Articles of Merger, if any, shall be filed with the Secretary of State, but only if such amended Articles of Merger can be filed before the Effective Time.

11. **HEADINGS.** The headings contained in this Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of this Plan.


12. **GOVERNING LAW.** This Plan shall be construed and interpreted, and the rights granted herein governed, in accordance with the laws of the State of Florida applicable to contracts made and to be performed wholly within such State, without giving effect to the principles of conflict of law.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto, pursuant to the approval and authority duly given by resolution adopted by their respective Boards of Directors, have caused this Agreement and Plan of Merger to be executed by its duly authorized officers as of the date first written above.

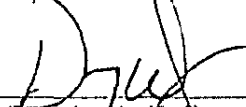
ATTEST: OBM ADMINISTRATION, INC.

a Florida corporation

By:   
Name: Michael D. Wilson  
Title: Chief Operating Officer


ATTEST: OBM MIAMI, INC.

a Florida corporation

By:   
Name: Douglas A. Kufig  
Title: CEO, President

ATTEST: OBM INTERNATIONAL LTD.

a British Virgin Islands corporation

By:   
Name: Timothy Peck  
Title: Chairman

**Schedule 1**

1. Douglas A. Kulig
2. Michael D. Wilson