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Effective Date: December 31, 2017

FILED
DEC 26 2017
OREGON
SECRETARY OF STATE

ARTICLES OF MERGER

PROKARMA, INC.
and
BUSINESS PERFORMANCE MANAGEMENT NORTHWEST, INC.

Pursuant to ORS 60.494, the following Articles of Merger are executed for the purpose of merging Business Performance Management Northwest, Inc., an Oregon corporation (the "***Subsidiary***"), with and into ProKarma, Inc., a Delaware corporation (the "***Surviving Parent Corporation***").

1. The Agreement and Plan of Merger adopted by the board of directors of the Surviving Parent Corporation is attached hereto as Exhibit A.

2. Shareholder approval was not required pursuant to ORS 60.491(1).

3. The merger shall be effective at 11:59 p.m., Pacific Time, on December 31, 2017.

Dated: December 26, 2017

PROKARMA, INC.

By _____
Craig Stack
Chief Financial Officer

PROKARMA, INC.

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "***Agreement***") entered into as of [11/14], 2017, by and between ProKarma, Inc., a Delaware corporation (the "***Company***"), and Business Performance Management Northwest, Inc., an Oregon corporation ("***BPMN***"). The Company and Mantis are sometimes collectively referred to in this Agreement as the "***Constituent Corporations.***"

RECITALS

A. The Company is a corporation organized and existing under the laws of the State of Delaware, with its principal office in Beaverton, Oregon.

B. BPMN is a corporation organized and existing under the laws of the State of Oregon, with its principal office in Beaverton, Oregon.

C. BPMN is a wholly-owned subsidiary of the Company.

D. The Company and BPMN deem it advisable and in the best interests of the Constituent Corporations and their respective shareholders that BPMN be merged with and into the Company (the "***Merger***") as authorized by the laws of the State of Delaware and the State of Oregon in accordance with this Agreement.

AGREEMENT

In consideration of the foregoing recitals and of the covenants and agreements hereinafter set forth and for the purpose of prescribing the terms and conditions of the Merger, the parties agree as follows:

1. Merger

BPMN shall be merged with and into the Company (hereinafter sometimes called the "***Surviving Corporation***"), pursuant to the applicable provisions of the General Corporation Law of the State of Delaware and the Oregon Revised Statutes, and in accordance with the terms and conditions of this Agreement.

2. Effectiveness

Subject to (i) approval of this Agreement by the board of directors of the Company, (ii) execution by the Surviving Corporation of the (A) Certificate of Ownership and Merger and (B) Articles of Merger, and (iii) delivery of such Certificate of Ownership and Merger to the Delaware Secretary of State and Articles of Merger to the Oregon Secretary of State, the Merger shall become effective at 11:59 p.m., Pacific Time, on December 31, 2017 (the "***Effective Time***").

3. Certificate of Incorporation

The Certificate of Incorporation of the Company shall, at the Effective Time, constitute the Certificate of Incorporation of the Surviving Corporation until the same shall be altered, amended or repealed.

4. Bylaws

The Bylaws of the Company in effect at the Effective Time shall, at the Effective Time, be and remain the Bylaws of the Surviving Corporation.

5. Directors and Officers

The directors and officers of the Company in office at the Effective Time shall, at the Effective Time, continue as the directors and officers of the Surviving Corporation and shall hold such offices in accordance with and subject to the Certificate of Incorporation and Bylaws of the Surviving Corporation, as in effect immediately after the Effective Time.

6. Disposition of Shares

At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof:

(a) All issued and outstanding shares of any class of BPMN capital stock shall be cancelled; and

(b) All issued and outstanding shares of any class of the Company's capital stock prior to the Merger shall remain issued and outstanding.

7. Rights, Duties, Powers, Liabilities, Etc.

At the Effective Time, the separate existence of BPMN shall cease, and BPMN shall be merged in accordance with the provisions of this Agreement with and into the Surviving Corporation, which shall possess all the properties and assets, and all the rights, privileges, powers, immunities and franchises, of whatever nature and description, and shall be subject to all restrictions, disabilities, duties and liabilities of each of the Constituent Corporations; and all such things shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested by deed or otherwise in either of the Constituent Corporations, shall be vested in the Surviving Corporation without reversion or impairment. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against either Constituent Corporation, may be prosecuted to judgment or decree as if the Merger had not

taken place, and the Surviving Corporation may be substituted in any such action or proceeding.

8. Implementation

Each of the Constituent Corporations shall take, or cause to be taken, all action and do, or cause to be done, all things necessary, proper or advisable under the laws of the State of Oregon and the State of Delaware to consummate and make effective the Merger.

9. Tax Treatment

Each of the Constituent Corporations intends that the Merger shall qualify as a tax-free reorganization under Section 332 of the Internal Revenue Code of 1986, as amended.

10. Termination

This Agreement may be terminated for any reason at any time before the filing of Articles of Merger with the Secretary of State of the State of Oregon or the filing of a Certificate of Ownership and Merger with the Secretary of State of the State of Delaware, by resolution of the board of directors of the Company.

[Signature Pages Follow Immediately.]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

PROKARMA, INC.,
a Delaware Corporation

By: _____
Craig Stack
Chief Financial Officer

BUSINESS PERFORMANCE MANAGEMENT NORTHWEST, INC.,
an Oregon Corporation

By: _____
Manish Mehta
Authorized Signatory