

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

BK Technologies, Inc.

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): **March 28, 2019**

BK Technologies Corporation

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

001-32644

(Commission
File Number)

83-4064262

(I.R.S. Employer
Identification No.)

7100 Technology Drive, West Melbourne, FL

(Address of principal executive offices)

32904

(Zip Code)

Registrant's telephone number, including area code: **(321) 984-1414**

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Explanatory Note

On March 11, 2019, BK Technologies, Inc., a Nevada corporation ("Old BK"), announced that its board of directors had approved the implementation of a holding company reorganization. On March 28, 2019, Old BK implemented the holding company reorganization pursuant to the Merger Agreement (as defined in Item 1.01 herein), which resulted in BK Technologies Corporation becoming the direct parent company of Old BK (the "Reorganization") and the successor issuer to Old BK pursuant to Rule 12g-3(a) under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

This Current Report on Form 8-K (this "Form 8-K") is being filed for the purpose of establishing BK Technologies Corporation as the successor issuer to Old BK pursuant to Rule 12g-3 under the Exchange Act, and to disclose events required to be disclosed on Form 8-K with respect to the Reorganization. Pursuant to Rule 12g-3(a) under the Exchange Act, the shares of BK Technologies Corporation common stock, par value \$0.60 per share ("New BK Common Stock"), are deemed registered under Section 12(b) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

Merger Agreement and Reorganization

On March 28, 2019, Old BK, BK Technologies Corporation, a Nevada corporation and formerly a direct, wholly-owned subsidiary of Old BK ("New BK"), and BK Merger Sub, Inc., a Nevada corporation and formerly a direct, wholly-owned subsidiary of New BK ("Merger Sub"), entered into an Agreement and Plan of Merger (the "Merger Agreement") pursuant to which Merger Sub merged with and into Old BK, with Old BK surviving as a direct, wholly-owned subsidiary of New BK (the "Merger"). At the effective time of the Merger, all issued and outstanding shares of Old BK common stock, par value \$0.60 per share ("Old BK Common Stock"), were automatically converted, on a one-for-one basis, into shares of New BK Common Stock, evidencing the same proportional interests in New BK and having the same designations, rights, powers and preferences, and the same qualifications, limitations and restrictions, as the shares of Old BK Common Stock immediately prior to the effective time of the Merger. Accordingly, upon consummation of the Merger, the stockholders of Old BK immediately prior to the effective time of the Merger became stockholders of New BK. The Merger is intended to be a tax-free transaction for U.S. federal income tax purposes for stockholders of Old BK. As a result of the consummation of the Merger, New BK has, on a consolidated basis, the same assets, business and operations as Old BK had immediately prior to the effective time of the Merger.

Stockholder approval of the Merger was not required under the Nevada Revised Statutes. The conversion of Old BK Common Stock into New BK Common Stock occurred automatically without an exchange of stock certificates, and certificates that previously represented shares of Old BK Common Stock now represent the same number of shares of New BK Common Stock. In addition, upon consummation of the Merger:

- each unexercised and unexpired stock option then outstanding under Old BK's 2007 Incentive Compensation Plan, as amended, and 2017 Incentive Compensation Plan (collectively, the "Equity Plans"), whether or not then exercisable, ceased to represent a right to acquire shares of Old BK Common Stock and was converted automatically into a right to acquire the same number of shares of New BK Common Stock, on the same terms and conditions, including, without limitation, the vesting schedule (without acceleration thereof by virtue of the Merger) and the per share exercise price as were applicable under such Old BK stock option; and
- each share of restricted stock and each restricted stock unit of Old BK granted under the Equity Plans ceased to represent or relate to shares of Old BK Common Stock and was converted automatically to represent or relate to shares of New BK Common Stock, on the same terms and conditions as were applicable to such Old BK restricted stock and restricted stock units, including, without limitation, the vesting schedule or other restrictions (without acceleration thereof by virtue of the Merger).

Following the consummation of the Merger, shares of Old BK Common Stock were delisted from the NYSE American and shares of New BK Common Stock are now listed on the NYSE American under the trading symbol "BKTI," which was the same trading symbol used by Old BK for shares of Old BK Common Stock. Additionally, New BK Common Stock has been assigned a new CUSIP Number: 05587G 104.

As a result of the Merger, New BK became the successor issuer to Old BK pursuant to 12g-3(a) of the Exchange Act and, accordingly, the New BK Common Stock is deemed registered under Section 12(b) of the Exchange Act.

The foregoing does not purport to be a complete description of the Merger and the Reorganization and is qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which is filed as Exhibit 2.1 to this Form 8-K and incorporated by reference herein.

Item 2.01 Completion of Acquisition or Disposition of Assets.

Pursuant to the Merger Agreement, as of the effective time of the Merger, Merger Sub merged with and into Old BK, with Old BK surviving as a wholly-owned subsidiary of New BK. The Merger was consummated by the filing of Articles of Merger, effective as of the effective time specified therein, with the Secretary of State of the State of Nevada. A copy of the Articles of Merger is attached to this Form 8-K as Exhibit 3.1 and is incorporated by reference in this Item 2.01.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

As a result of the Merger, on March 28, 2019, New BK assumed and succeeded to by operation of law all of the prior debts, liabilities, obligations and duties of Old BK, and such debts, liabilities, obligations and duties may be enforced against New BK to the same extent as if New BK had itself incurred or contracted all such debts, liabilities, obligations and duties. For more information concerning these debts, liabilities, obligations and duties, see generally Old BK's Annual Report on Form 10-K for the year ended December 31, 2018, filed with the Securities and Exchange Commission (the "Commission") on February 27, 2019.

The information included in Item 1.01 of this Form 8-K is incorporated by reference in this Item 2.03.

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

In connection with the Merger, Old BK notified the NYSE American that the Merger was expected to close on March 28, 2019 and requested the NYSE American to file with the Commission an application on Form 25 to remove the shares of Old BK Common Stock from listing on the NYSE American and to deregister the shares of Old BK Common Stock under Section 12(b) of the Exchange Act. Following the consummation of the Merger, at the opening of the market on March 29, 2019, shares of New BK Common Stock are expected to be listed and begin trading on the NYSE American under the trading symbol "BKTI," which is the same trading symbol used by Old BK for shares of Old BK Common Stock. Old BK also intends to file a certification and notice on Form 15 with the Commission requesting that Old BK's reporting obligations under Sections 13 and 15(d) of the Exchange Act be suspended (except to the extent of the succession of New BK to the Exchange Act Section 12(b) registration and reporting obligations of Old BK as described under the heading, "Successor Issuer," under Item 8.01 below).

The information set forth in Item 1.01 and Item 8.01 under the heading, "Successor Issuer," describing the succession of New BK to Exchange Act Section 12(b) and reporting obligations of Old BK, is hereby incorporated by reference in this Item 3.01.

Item 3.03 Material Modification to Rights of Security Holders.

At the effective time of the Merger, each share of Old BK Common Stock issued and outstanding immediately prior to the effective time of the Merger automatically converted into an equivalent corresponding share of New BK Common Stock, having the same designations, rights, powers and preferences and the qualifications, limitations and restrictions as the corresponding share of Old BK Common Stock that was converted.

The information set forth in Item 1.01 is hereby incorporated by reference in this Item 3.03.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Election of Directors; Appointment of Executive Officers

The directors of New BK and their committee memberships and titles, which are listed below, are identical to the directors of Old BK and their committee memberships and titles immediately prior to the effective time of the Merger.

Name	Position
D. Kyle Cerminara(1)(2)	Chairman of the Board
Lewis M. Johnson(2)	Co-Chairman of the Board
Michael R. Dill(1)(3)	Director
Charles T. Lanktree(1)	Director
E. Gray Payne(1)(2)(3)	Director
John W. Struble(3)	Director
Ryan R.K. Turner(1)	Director

- (1) Member of the Compensation Committee.
(2) Member of the Nominating and Governance Committee.
(3) Member of the Audit Committee.

Identical to the composition of the board committees of Old BK immediately prior to the effective time of the Merger, Mr. Struble serves as chairman of the Audit Committee of New BK, General Payne serves as chairman of the Compensation Committee of New BK, and Mr. Johnson serves as chairman of the Nominating and Governance Committee of New BK.

Biographical information about the directors of New BK is included under the heading "Board of Directors" under Item 10. "Directors, Executive Officers and Corporate Governance" of Part III of Old BK's Annual Report on Form 10-K for the fiscal year ended December 31, 2018, filed with the Commission on February 27, 2019 and is incorporated by reference herein.

Information regarding the compensation arrangements of the directors of New BK is included under the heading "Director Compensation" under Item 11. "Executive Compensation" of Part III of Old BK's Annual Report on Form 10-K for the fiscal year ended December 31, 2018, filed with the Commission on February 27, 2019 and is incorporated by reference herein.

The board of directors of New BK has determined that each director is independent, as that term is defined by the applicable rules and regulations of the NYSE American.

The executive officers of New BK and their positions and titles, which are listed below, are identical to the executive officers of Old BK and their positions and titles immediately prior to the effective time of the Merger.

Name	Position
Timothy A. Vitou	President
William P. Kelly	Executive Vice President, Chief Financial Officer, Secretary and Treasurer
Henry R. (Randy) Willis	Chief Operating Officer
James R. Holthaus	Chief Technology Officer

Biographical information of the executive officers of New BK is included under the heading "Executive Officers" under Item 10. "Directors, Executive Officers and Corporate Governance" of Part III of Old BK's Annual Report on Form 10-K for the fiscal year ended December 31, 2018, filed with the Commission on February 27, 2019 and is incorporated by reference herein. Information regarding the compensation arrangements of the executive officers of New BK is included under Item 11. "Executive Compensation" of Part III of Old BK's Annual Report on Form 10-K for the fiscal year ended December 31, 2018, filed with the Commission on February 27, 2019, and Old BK's Current Report on Form 8-K, filed with the Commission on March 21, 2019, under Item 5.02 "Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers" and each is incorporated by reference herein. The executive officers' employment agreements and change-of-control agreements are retained by BK Technologies, Inc., a wholly-owned subsidiary of New BK.

For information regarding disclosure required pursuant to Item 404(a) of Regulation S-K with respect to the directors and executive officers of New BK, see the discussion under the heading "Transactions with Related Persons" under Item 13. "Certain Relationships and Related Transactions, and Director Independence" of Part III of Old BK's Annual Report on Form 10-K for the fiscal year ended December 31, 2018, filed with the Commission on February 27, 2019, which is incorporated by reference herein. Except as disclosed in this Item 5.02, there have been no transactions involving New BK and its directors and executive officers that New BK would be required to disclose herein pursuant to Item 404(a) of Regulation S-K.

The information set forth in Item 1.01 is hereby incorporated by reference in this Item 5.02.

Equity Plans

In connection with the Reorganization, Old BK and New BK entered into an Omnibus Amendment to Incentive Compensation Plans, dated as of March 28, 2019 (the "Omnibus Amendment"), pursuant to which, as of the effective time of the Merger, Old BK transferred to New BK, and New BK assumed, sponsorship of the Equity Plans and each stock option award agreement, restricted stock award agreement and restricted stock unit award agreement entered into pursuant to the Equity Plans. The Omnibus Amendment and the related amendments to the form of award agreements under the Equity Plans reflect New BK's assumption of the Equity Plans and award agreements and the obligations thereunder and the substitution of shares of New BK Common Stock for shares of Old BK Common Stock upon the exercise or vesting of awards granted under the Equity Plans.

The foregoing does not purport to be a complete description of the Omnibus Amendment and the forms of the amended award agreements and is qualified in its entirety by reference to the full text of the Omnibus Amendment and the forms of the amended award agreements, which are filed as Exhibits 10.1 through 10.4 to this Form 8-K and are incorporated by reference herein.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

In connection with the Reorganization and as of the effective time of the Merger, the Articles of Incorporation of New BK and the Bylaws of New BK are the same as the Articles of Incorporation, as amended, of Old BK, and the Second Amended and Restated Bylaws of Old BK immediately prior to the effective time of the Merger, respectively, other than changes permitted by the Nevada Revised Statutes.

The Articles of Incorporation and Bylaws of New BK are filed as Exhibits 3.2 and 3.3, respectively, to this Form 8-K and are incorporated by reference herein.

Item 8.01 Other Events.

Press Release

On March 28, 2019, New BK issued a press release announcing the completion of the Reorganization and the Merger and other information related thereto. A copy of the press release is attached as Exhibit 99.1 to this Form 8-K and is incorporated by reference herein.

Successor Issuer

In connection with the Reorganization and as of the effective time of the Merger, and by operation of Rule 12g-3(a) promulgated under the Exchange Act, New BK is the successor issuer to Old BK and has succeeded to the attributes of Old BK as the registrant, including Old BK's Commission file number and CIK number. Shares of New BK Common Stock are deemed to be registered under Section 12(b) of the Exchange Act, and New BK is subject to the information requirements of the Exchange Act, and the rules and regulations promulgated thereunder, and will hereafter file reports and other information with the Commission using Old BK's Commission file number (001-32644). New BK hereby reports this succession in accordance with Rule 12g-3(f) promulgated under the Exchange Act.

On March 5, 2019, the board of directors of Old BK declared a quarterly dividend of \$0.02 per share of Old BK Common Stock, payable on April 15, 2019 to stockholders of record of Old BK Common Stock as of the close of business on April 1, 2019. A copy of the press release announcing the quarterly cash dividend was filed as Exhibit 99.1 to Old BK's Current Report on Form 8-K, filed with the Commission on March 6, 2019. As a result of the consummation of the Merger prior to the record date and payment date of the quarterly dividend declared by the board of directors of Old BK, all stockholders of Old BK entitled to receive payment of the dividend are now stockholders of New BK. Accordingly, the board of directors of New BK has assumed the dividend to be paid on April 15, 2019 to stockholders of record of New BK Common Stock as of the close of business on April 1, 2019.

Forward-Looking Statements

This Form 8-K contains statements about future events and expectations which are "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Exchange Act, including statements about New BK's plans, objectives, expectations and prospects. These statements can be identified by forward-looking words such as "may," "might," "could," "would," "will," "anticipate," "believe," "plan," "estimate," "project," "expect," "intend," "seek" and other similar expressions. Any statement contained in this Form 8-K that is not a statement of historical fact may be deemed to be a forward-looking statement. Although New BK believes that the plans, objectives, expectations and prospects reflected in or suggested by its forward-looking statements are reasonable, those statements involve risks, uncertainties and other factors that may cause New BK's actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by these forward-looking statements, and New BK can give no assurance that its plans, objectives, expectations and prospects will be achieved. Important factors that might impact New BK's plans, objectives, expectations and prospects are contained in the "Risk Factors" section of Old BK's Annual Report on Form 10-K for the fiscal year ended December 31, 2018, and in Old BK's and New BK's other current and periodic reports filed from time to time with the Securities and Exchange Commission. All forward-looking statements in this Form 8-K are made as of the date hereof, based on information available to New BK as of the date hereof, and New BK assumes no obligation to update any forward-looking statement.

Item 9.01 **Financial Statements and Exhibits.**

(d) Exhibits.

2.1	Agreement and Plan of Merger, dated as of March 28, 2019, by and among BK Technologies, Inc., BK Technologies Corporation and BK Merger Sub, Inc.
3.1	Articles of Merger, filed with the Nevada Secretary of State on March 28, 2019.
3.2	Articles of Incorporation of BK Technologies Corporation.
3.3	Bylaws of BK Technologies Corporation.
4.1	Form of Common Stock Certificate of BK Technologies Corporation.
10.1	Omnibus Amendment to Incentive Compensation Plans, dated as of March 28, 2019, by and between BK Technologies, Inc. and BK Technologies Corporation.
10.2	Form of Stock Option Agreement under the 2017 Incentive Compensation Plan.
10.3	Form of Restricted Share Agreement under the 2017 Incentive Compensation Plan.
10.4	Form of Restricted Stock Unit Agreement under the 2017 Incentive Compensation Plan.
99.1	Press Release dated March 28, 2019.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BK TECHNOLOGIES CORPORATION

Date: March 28, 2019

By: /s/ William P. Kelly

William P. Kelly
Executive Vice President and
Chief Financial Officer

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of March 28, 2019, by and among BK Technologies, Inc., a Nevada corporation (the "Company"), BK Technologies Corporation, a Nevada corporation and a direct wholly owned subsidiary of the Company ("HoldCo"), and BK Merger Sub, Inc., a Nevada corporation and a direct wholly owned subsidiary of HoldCo ("Merger Sub").

RECITALS

WHEREAS, as of the date hereof, the Company has the authority to issue 21,000,000 shares, consisting of (i) 20,000,000 shares of common stock, par value \$0.60 per share ("Company Common Stock"), of which 12,742,807 shares are issued and outstanding, and (ii) 1,000,000 shares of preferred stock, par value \$1.00 per share ("Company Preferred Stock"), of which no shares are issued and outstanding;

WHEREAS, as of the date hereof, HoldCo has the authority to issue 21,000,000 shares, consisting of (i) 20,000,000 shares of common stock, par value \$0.60 per share ("HoldCo Common Stock"), of which 100 shares are issued and outstanding and held by the Company, and (ii) 1,000,000 shares of preferred stock, par value \$1.00 per share ("HoldCo Preferred Stock"), of which no shares are issued and outstanding;

WHEREAS, as of the date hereof, Merger Sub has the authority to issue 1,000 shares of common stock, par value \$0.60 per share ("Merger Sub Common Stock"), of which 100 shares are issued and outstanding and held by HoldCo;

WHEREAS, HoldCo and Merger Sub are newly formed corporations organized for the sole purpose of participating in the transactions contemplated herein and actions related thereto, own no assets (other than HoldCo's ownership of Merger Sub and nominal capital) and have taken no actions other than those necessary or advisable to organize the corporations and to effect the transactions contemplated herein and actions related thereto;

WHEREAS, the Company desires to reorganize into a holding company structure pursuant to NRS 92A.180, NRS 92A.200, NRS 92A.230 and NRS 92A.250 of Chapter 92A, "Mergers, Conversions, Exchanges and Domestications" of the Nevada Revised Statutes ("MCED"), under which HoldCo would become a holding company, by the merger of Merger Sub with and into the Company (the "Merger"), and with each share of Company Common Stock being converted in the Merger into a share of HoldCo Common Stock as of the Effective Time (as defined below);

WHEREAS, as of the Effective Time, the designations, rights, powers and preferences, and the qualifications, limitations and restrictions of the HoldCo Common Stock and HoldCo Preferred Stock will be the same as those of the Company Common Stock and Company Preferred Stock, respectively;

WHEREAS, the Articles of Incorporation of HoldCo (the "HoldCo Charter") and the Bylaws of HoldCo (the "HoldCo Bylaws"), which will be in effect immediately following the Effective Time, contain provisions identical to the Articles of Incorporation of the Company (as amended, the "Company Articles"), and the Second Amended and Restated Bylaws of the Company (the "Company Bylaws"), in effect as of the date hereof and that will be in effect immediately prior to the Effective Time, respectively (other than as permitted by NRS 92A.200 of the MCED);

WHEREAS, on or about the date hereof, the Company and HoldCo will enter into an Omnibus Amendment to the Company's Equity Plans (as defined below) pursuant to which, among other things, the Company will, contingent upon the consummation of the Merger, transfer to HoldCo, and HoldCo will assume, sponsorship of all of the Company's Equity Plans and all of the Company's rights and obligations thereunder effective as of the Effective Time;

WHEREAS, the respective boards of directors of HoldCo and the Company have approved and declared advisable this Agreement and the transactions contemplated hereby, including, without limitation, the Merger;

WHEREAS, the sole director of Merger Sub has (i) approved and declared advisable this Agreement and the transactions contemplated hereby, including, without limitation, the Merger, (ii) resolved to submit the approval of the adoption of this Agreement and the transactions contemplated hereby, including, without limitation, the Merger, to the sole stockholder of Merger Sub, and (iii) resolved to recommend to the sole stockholder of Merger Sub that the sole director approves the adoption of this Agreement and the transactions contemplated hereby, including, without limitation, the Merger; and

WHEREAS, the parties intend, for United States federal income tax purposes, that the Merger shall qualify as an exchange described in Section 351 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the Company, HoldCo and Merger Sub hereby agree as follows:

1. THE MERGER. In accordance with NRS 92A.180 of the MCEd and subject to, and upon the terms and conditions of, this Agreement, Merger Sub shall be merged with and into the Company (the "Merger"), the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation of the Merger (the "Surviving Corporation"). At the Effective Time, the effects of the Merger shall be as provided in this Agreement and in NRS 92A.250 of the MCEd.

2. EFFECTIVE TIME. As soon as practicable on or after the date hereof, the Company shall file articles of merger executed in accordance with the relevant provisions of the MCEd, with the Secretary of State of the State of Nevada (the "NV Secretary of State") and shall make all other filings or recordings required under the MCEd to effectuate the Merger. The Merger shall become effective at such time as the articles of merger are duly filed with and accepted by the NV Secretary of State or at such later date and time as the parties shall agree and specify in the articles of merger (the date and time the Merger becomes effective being referred to herein as the "Effective Time").

3. ARTICLES OF INCORPORATION AND BYLAWS.

(a) From and after the Effective Time, by virtue of the Merger and without any action on the part of any party, the Company Articles, as in effect immediately prior to the Effective Time, shall constitute the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or pursuant to the MCEd (the "Surviving Corporation Articles").

(b) From and after the Effective Time, by virtue of the Merger and without any action on the part of any party, the Company Bylaws, as in effect immediately prior to the Effective Time, shall constitute the bylaws of the Surviving Corporation until thereafter amended as provided therein or pursuant to applicable law (the "Surviving Corporation Bylaws").

4. DIRECTORS. The directors of the Company in office immediately prior to the Effective Time shall be the directors of the Surviving Corporation and will continue to hold office from the Effective Time until the earlier of their resignation, removal or retirement or until their successors are duly elected or appointed and qualified in the manner provided in the Surviving Corporation Articles and Surviving Corporation Bylaws, or as otherwise provided by law.

5. OFFICERS. The officers of the Company in office immediately prior to the Effective Time shall be the officers of the Surviving Corporation and will continue to hold office from the Effective Time until the earlier of their resignation, removal or retirement or until their successors are duly elected or appointed and qualified in the manner provided in the Surviving Corporation Articles and Surviving Corporation Bylaws, or as otherwise provided by law.

6. ADDITIONAL ACTIONS. If, at any time after the Effective Time, the 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, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either Merger Sub or the Company acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of each of Merger Sub and the Company, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of Merger Sub and the Company 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 the Surviving Corporation or otherwise to carry out this Agreement.

7. CONVERSION OF SECURITIES. At the Effective Time, by virtue of the Merger and without any action on the part of the Company, HoldCo, Merger Sub or any holder of any securities thereof:

(a) Conversion of Company Common Stock. Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and nonassessable share of HoldCo Common Stock.

(b) Conversion of Company Stock Held as Treasury Stock. Each share of Company Common Stock held in the Company's treasury shall be converted into one validly issued, fully paid and nonassessable share of HoldCo Common Stock to be held immediately after completion of the Merger in the treasury of HoldCo.

(c) Conversion of Capital Stock of Merger Sub. Each share of Merger Sub Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and nonassessable share of Common Stock, par value \$0.60 per share, of the Surviving Corporation.

(d) Rights of Certificate Holders. Upon conversion thereof in accordance with this Section 7, all shares of Company Common Stock shall no longer be outstanding and shall cease to exist, and each holder of a certificate representing any such shares of Company Common Stock shall cease to have any rights with respect to such shares of Company Common Stock except, in all cases, as set forth in Section 8 herein. In addition, each outstanding book-entry that, immediately prior to the Effective Time, evidenced shares of Company Common Stock, shall, from and after the Effective Time, be deemed and treated for all corporate purposes to evidence the ownership of the same number of shares of HoldCo Common Stock.

8. CERTIFICATES. At and after the Effective Time until thereafter surrendered for transfer or exchange in the ordinary course, each outstanding certificate which immediately prior thereto represented shares of Company Common Stock, shall be deemed for all purposes to evidence ownership of and to represent the shares of HoldCo Common Stock, as applicable, into which the shares of Company Common Stock, represented by such certificate, have been converted as herein provided and shall be so registered on the books and records of HoldCo and its transfer agent. If any certificate that prior to the Effective Time represented shares of Company Common Stock shall have been lost, stolen or destroyed, then, upon the making of an affidavit of such fact by the person or entity claiming such certificate to be lost, stolen or destroyed and the providing of an indemnity by such person or entity to HoldCo, in form and substance reasonably satisfactory to HoldCo, against any claim that may be made against it with respect to such certificate, HoldCo shall issue to such person or entity, in exchange for such lost, stolen or destroyed certificate, certificated shares representing the applicable shares of HoldCo Common Stock, in accordance with the procedures set forth in the preceding sentence.

9. ASSUMPTION OF EQUITY PLANS AND AWARDS. At the Effective Time, pursuant to this Merger Agreement and an Omnibus Amendment entered into between HoldCo and the Company on or about the date hereof (the "Compensation Plan Amendment"), the Company will transfer to HoldCo, and HoldCo will assume, sponsorship of the Company's 2007 Incentive Compensation Plan, as amended, and 2017 Incentive Compensation Plan (collectively, the "Equity Plans"), along with all of the Company's rights and obligations under the Equity Plans, and all rights of the parties thereto and the participants therein to acquire shares of Company Common Stock on the terms and conditions of the Equity Plans, the award agreements and such other agreements will be converted on a one-for-one basis into rights to acquire shares of HoldCo Common Stock, in each case, to the extent set forth in, and in accordance with, the terms of such Equity Plans, awards and other agreements. From and after the Effective Time and pursuant to the terms of the Compensation Plan Amendment, HoldCo shall have all amendment and administrative authority with respect to such Equity Plans, awards and agreements to the extent that the Company had such authority immediately prior to the Effective Time.

10. HOLDCO SHARES. Prior to the Effective Time, the Company and HoldCo shall take any and all actions as are necessary to ensure that each share of capital stock of HoldCo that is owned by the Company immediately prior to the Effective Time shall be cancelled and cease to be outstanding at the Effective Time, and no payment shall be made therefor, and the Company, by execution of this Agreement, agrees to forfeit such shares and relinquish any rights to such shares.

11. NO APPRAISAL RIGHTS. In accordance with the MCED, no appraisal rights shall be available to any holder of shares of Company Common Stock in connection with the Merger.

12. CONTRACTS AND AGREEMENTS. Except as set forth in Section 9 of this Agreement, any and all contracts and agreements with the Company will not be transferred to the surviving issuer or HoldCo and will stay with the Company as the Surviving Corporation in the Merger.

13. SUCCESSOR ISSUER. The parties hereto intend that HoldCo be deemed a successor issuer of the Company in accordance with Rule 12g-3 under the Securities Exchange Act of 1934, as amended, and Rule 414 under the Securities Act of 1933, as amended. At or after the Effective Time, HoldCo shall file (i) an appropriate report on Form 8-K describing the Merger and (ii) appropriate amendments to any Registration Statements of the Company.

14. TERMINATION. This Agreement may be terminated, and the Merger and the other transactions provided for herein may be abandoned, whether before or after the adoption of this Agreement by the sole stockholder of Merger Sub, at any time prior to the Effective Time, by action of the board of directors of the Company. In the event of termination of this Agreement, this Agreement shall forthwith become void and have no effect, and neither the Company, HoldCo, Merger Sub nor their respective stockholders, directors or officers shall have any liability with respect to such termination or abandonment.

15. AMENDMENTS. At any time prior to the Effective Time, this Agreement may be supplemented, amended or modified, whether before or after the adoption of this Agreement by the sole stockholder of Merger Sub, by the mutual consent of the parties to this Agreement, or by action taken by their respective boards of directors; provided, however, that, no amendment shall be effected subsequent to the adoption of this Agreement by the sole stockholder of Merger Sub that by law requires further approval or authorization by the sole stockholder of Merger Sub or the stockholders of the Company without such further approval or authorization. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the parties hereto.

16. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

17. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which shall constitute one and the same agreement.

18. ENTIRE AGREEMENT. This Agreement, including the documents and instruments referred to herein, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

19. SEVERABILITY. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

(Signature Page Follows)

IN WITNESS WHEREOF, the Company, HoldCo and Merger Sub have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BK TECHNOLOGIES, INC.

By: /s/ Timothy A. Vitou
Name: Timothy A. Vitou
Title: President

BK TECHNOLOGIES CORPORATION

By: /s/ Timothy A. Vitou
Name: Timothy A. Vitou
Title: President

BK MERGER SUB, INC.

By: /s/ Timothy A. Vitou
Name: Timothy A. Vitou
Title: President



140105

Exhibit 3.1



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 1

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Articles of Merger
(Pursuant to NRS Chapter 92A)

1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200):

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article one.

BK Merger Sub, Inc.

Name of merging entity

Nevada

Jurisdiction

Corporation

Entity type *

Name of merging entity

Jurisdiction

Entity type *

Name of merging entity

Jurisdiction

Entity type *

Name of merging entity

Jurisdiction

Entity type *

and,

BK Technologies, Inc.

Name of surviving entity

Nevada

Jurisdiction

Corporation

Entity type *

* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.

Filing Fee: \$350.00

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 1
Revised: 1-5-15



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

Articles of Merger
 (PURSUANT TO NRS 92A.200)
 Page 2

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2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger - NRS 92A.190):

Attn:

c/o:

3) Choose one:

- The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).
- The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

4) Owner's approval (NRS 92A.200) (options a, b or c must be used, as applicable, for each entity):

- If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from the appropriate section of article four.

(a) Owner's approval was not required from

Name of merging entity, if applicable

and, or,

Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 2
 Revised: 1-5-15



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 Secretary of State
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Articles of Merger
 (PURSUANT TO NRS 92A.200)
Page 3

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(b) The plan was approved by the required consent of the owners of *:

Name of merging entity, if applicable

and, or,

Name of surviving entity, if applicable

* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 3
 Revised: 1-5-15



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Articles of Merger
 (PURSUANT TO NRS 92A.200)
Page 4

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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

Name of merging entity, if applicable

and, or,

Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 4
 Revised: 1-5-15



BARBARA K. CEGAVSKE
 Secretary of State
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 Carson City, Nevada 89701-4201
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Articles of Merger
 (PURSUANT TO NRS 92A.200)
Page 5

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5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)*:

6) Location of Plan of Merger (check a or b):

- (a) The entire plan of merger is attached;
- or,
- (b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

7) Effective date and time of filing: (optional) (must not be later than 90 days after the certificate is filed)

Date: Time:

* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.



BARBARA K. CEGAVSKE
 Secretary of State
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Articles of Merger
 (PURSUANT TO NRS 92A.200)
Page 6

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8) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)*

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article eight.

BK Merger Sub, Inc.
 Name of merging entity
X [Signature] President March 28, 2019
 Signature Title Date

Name of merging entity
X _____ Title _____ Date _____
 Signature Title Date

Name of merging entity
X _____ Title _____ Date _____
 Signature Title Date

Name of merging entity
X _____ Title _____ Date _____
 Signature Title Date

and,
 BK Technologies, Inc.
 Name of surviving entity
X [Signature] President March 28, 2019
 Signature Title Date

* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 6
 Revised: 1-5-15

ARTICLES OF INCORPORATION
OF
BK TECHNOLOGIES CORPORATION

I, the person hereinafter named as incorporator, for the purpose of associating to establish a corporation, under the provisions and subject to the requirements of Title 7, Chapter 78 of Nevada Revised Statutes, and the acts amendatory thereof, and hereinafter sometimes referred to as the General Corporation Law of the State of Nevada, do hereby adopt and make the following Articles of Incorporation:

FIRST: The name of the corporation (hereinafter called the corporation) is:

BK Technologies Corporation

SECOND: The name of the corporation's resident agent in the State of Nevada is Registered Agent Solutions, Inc., and the street address of the said resident agent where process may be served on the corporation is 4625 West Nevso Drive, Suite 2, Las Vegas, Nevada 89103. The mailing address and the street address of the said resident agent are identical.

THIRD: The corporation is incorporated under the General Corporate Law of the State of Nevada and shall have the unlimited power to engage in and to do any lawful act concerning any or all lawful business for which corporations may be formed under the General Corporate Law of the State of Nevada.

FOURTH: The corporation shall have perpetual existence.

FIFTH: The aggregate number of shares which the corporation shall have authority to issue is 20,000,000 shares of common stock, par value \$0.60 per share, and 1,000,000 shares of preferred stock, par value \$1.00 per share. Any and all shares of stock may be issued, reissued, transferred or granted by the board of directors, as the case may be, to persons, corporations, and associations, and for such lawful consideration, and on such terms, as the board of directors shall have the authority to issue pursuant to the Nevada Revised Statutes and the Bylaws of the corporation. The board of directors shall have the authority to set, by resolution, the particular designations, preferences and the relative, participating, optional, voting or other rights and qualifications, limitations or restrictions of any class of stock or any series of stock within any class of stock issued by this corporation.

No holder of any of the shares of any class of the corporation shall be entitled as of right to subscribe for, purchase, or otherwise acquire any shares of any class of the corporation which the corporation proposes to issue or any rights or options which the corporation proposes to grant for the purchase of any shares of any class of the corporation or for the purchase of any shares, bonds, securities, or obligations of the corporation which are convertible into or exchangeable for, or which carry any rights, to subscribe for, purchase, or otherwise acquire shares of any class of the corporation; and any and all of such rights and options may be granted by the board of directors to such persons, firms, corporations, and associations, and for such lawful consideration, and on such terms, as the board of directors in its discretion may determine, without first offering the same, or any thereof, to any said holder.

SIXTH: The name and the post office box or street address, either residence or business, of the incorporator signing these Articles of Incorporation are as follows:

NAME

ADDRESS

William P. Kelly

7100 Technology Drive
West Melbourne, Florida 32904

SEVENTH: The personal liability of the directors of the corporation is hereby eliminated to the fullest extent permitted by the General Corporation Law of the State of Nevada, as the same may be amended and supplemented.

EIGHTH: The corporation shall, to the fullest extent permitted by the General Corporation Law of the State of Nevada, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said Law from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said Law, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

NINTH: The corporation reserves the right to amend, alter, change, or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on March 20, 2019.

INCORPORATOR

/s/ William P. Kelly
William P. Kelly

**BK TECHNOLOGIES CORPORATION,
a Nevada corporation**

**Bylaws
(Effective March 20, 2019)**

**ARTICLE I
SHAREHOLDERS**

1.1 Meetings.

1.1.1 Place. Meetings of the shareholders shall be held at such place as may be designated by the board of directors.

1.1.2 Annual Meeting. Unless otherwise fixed by the board of directors, an annual meeting of the shareholders, for the election of directors and for other business as may properly be brought before the meeting, shall be held at 10:00 a.m. local time on the 4th Thursday of April in each year or, if that day is a legal holiday, on the next following business day.

1.1.3 Special Meetings. Special meetings of the shareholders may be called at any time by the president, the board of directors or the holders of at least one-fifth of the outstanding shares of stock of the corporation entitled to vote at the meeting.

1.1.4 Notice. Written notice of the time and place of all meetings of shareholders and of the general nature of the business to be transacted at each special meeting of shareholders shall be given to each shareholder entitled to vote at the meeting at least ten (10) days before the date of the meeting unless a greater period of notice is required by law in a particular case.

1.1.5 Quorum. The presence in person or by proxy of the holders of a majority of the outstanding shares of stock of the corporation entitled to vote on a particular matter shall constitute a quorum for the purpose of considering such matter. If a quorum is not present no business shall be transacted except to adjourn to a future time.

1.1.6 Adjourned Meetings. Those shareholders entitled to vote who attend a meeting called for the election of directors that has been previously adjourned for lack of a quorum, although less than a quorum as fixed in these bylaws, shall nevertheless constitute a quorum for the purposes of electing directors. Those shareholders entitled to vote who attend a meeting of shareholders that has been previously adjourned for one or more periods aggregating at least fifteen (15) days because of an absence of a quorum, although then less than a quorum as fixed in these by-laws, shall nevertheless constitute a quorum for the purpose of acting upon any matter set forth in the notice of the meeting if the notice states that those shareholders who attend the adjourned meeting shall nevertheless constitute a quorum for purpose of acting upon the matter.

1.1.7 Participation. One or more shareholders may participate in a shareholders' meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

1.1.8 Voting Rights. Except as otherwise provided herein, the articles of incorporation or by-laws, every shareholder shall have the right at every shareholders' meeting to one vote for every share standing in his name on the books of the corporation which is entitled to vote at such meeting. Every shareholder may vote either in person or by proxy.

1.2 Advance Notice Provisions for Business and Nominations at Meetings.

1.2.1 At an annual meeting of shareholders, only such business shall be conducted as has been properly brought before the meeting in accordance with this Section 1.2. To be properly brought before the annual meeting, business and nominations must be: (a) specified in the notice of meeting (or in any supplement thereto) given by or at the direction of the board of directors, (b) otherwise properly brought before the meeting by or at the direction of the board of directors, or (c) otherwise properly brought before the annual meeting by any shareholder of the corporation who (i) is a shareholder of record on both (A) the date of the giving of the notice provided for in this Section 1.2 and (B) the record date for the determination of shareholders entitled to vote at such annual meeting, and (ii) complies with the notice procedures set forth in this Section 1.2.

1.2.2 In addition to any other applicable requirements, for nominations or other business to be properly brought before an annual meeting by a shareholder, such shareholder must have given timely notice thereof in proper written form to the secretary of the corporation and such other business must be a proper subject of shareholder action.

(a) To be timely, a written notice of the intent of a shareholder to make a nomination of a person for election as a director or to bring any other matter before the annual meeting shall be received at the principal executive offices of the corporation not earlier than the close of business on the 180th day and not later than the close of business on the 120th day prior to the first anniversary of the date on which the corporation first mailed its proxy materials for the preceding year's annual meeting of shareholders. However, if the date of the annual meeting is advanced more than 30 days prior to or delayed by more than 30 days after the anniversary date of the previous year's annual meeting, notice by the shareholder must be so received by the secretary not earlier than the close of business on the 120th day prior to such annual meeting and not later than the close of business on the later of the 75th day prior to such annual meeting or the 10th day following the day on which public announcement of the date of such annual meeting is first made by the corporation.

(b) To be in proper written form every such notice by a shareholder shall set forth as to each nominee or matter such shareholder proposes to bring before the annual meeting:

(i) as to each person whom the shareholder proposes to nominate for election or reelection as a director (each, a "proposed nominee"): (A) the name, age, business address and residence address of the proposed nominee; (B) the principal occupation or employment of the proposed nominee; (C) the class or series and number of shares of capital stock of the corporation, if any, which are owned beneficially and of record by the proposed nominee; (D) any other information regarding each proposed nominee proposed by such shareholder as would be required to be included in solicitations of proxies for elections of directors in an election contest (even if an election contest is not involved), or is otherwise required pursuant to Regulation 14A of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder, (including such person's written consent to being named in the proxy statement, if any, as a nominee and to serving as a director if elected); and (E) a description of all arrangements or understandings between such shareholder and each proposed nominee and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations are to be made by the shareholder;

(ii) as to any other business that the shareholder proposes to bring before the annual meeting: (A) a description of the matter, including the text of the proposal of business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the bylaws of the corporation, the language of the proposed amendment); (B) the reasons for conducting such business at the annual meeting; and (C) any material interest in such business of such shareholder and the beneficial owner, if any, on whose behalf the proposal is made; and

(iii) as to the shareholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal of other business is made: (A) the name and address of such shareholder, as they appear on the corporation's stock transfer books, and the name and address of such beneficial owner; (B) the class or series and number of shares of capital stock of the corporation which are owned beneficially and of record by such shareholder and such beneficial owner as of the date of the notice; and (C) a representation that such shareholder intends to vote such stock at such meeting, and that such shareholder intends to appear in person or by proxy at the meeting to make the nomination or propose the business specified in the notice.

1.2.3 If a shareholder is entitled to vote only for a specific class or category of directors at a meeting of the shareholders, such shareholder's right to nominate one or more persons for election as a director at the meeting shall be limited to such class or category of directors.

1.2.4 In the event of a special meeting of shareholders at which directors are to be elected, any shareholder entitled to vote may nominate a person or persons for election as director if such shareholder qualifies under Section 1.2.1 and such shareholder's written notice is prepared in accordance with Section 1.2.2(b) and is received by the secretary not later than the close of business on the 10th day following the day on which public announcement of the special meeting is first made by the corporation.

1.2.5 At a meeting of shareholders, the chairman of the board shall declare out of order and disregard any nomination or other proposal not made in compliance with the foregoing procedures.

1.2.6 In no event shall the adjournment or postponement of an annual or special meeting of the shareholders, or any announcement thereof, commence a new period for the giving of notice under this Section 1.2.

1.2.7 Notwithstanding the foregoing provisions of this Section 1.2, unless otherwise required by law, if the shareholder of record (or a qualified representative of such shareholder) does not appear at the annual or special meeting to present a nomination or other matter of business, such nomination or business shall be disregarded, notwithstanding that proxies in respect of such vote may have been received by the corporation.

1.2.8 As used in these bylaws, the terms "owned beneficially" and "beneficial owner" means all shares which such person is deemed to beneficially own pursuant to Rules 13d-3 and 13d-5 promulgated under the Exchange Act. For purposes of these bylaws, a matter shall be deemed to have been "publicly announced" if such matter is disclosed in a press release reported by the Dow Jones News Service, the Associated Press or a comparable national news service or in a document publicly filed by the corporation with the Securities and Exchange Commission.

1.2.9 Notwithstanding the foregoing provisions of this Section 1.2, a shareholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 1.2. Nothing in this Section 1.2 shall be deemed to affect any rights of shareholders to request inclusion of proposals in the corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act nor grant any shareholders a right to have any nominee included in the corporation's proxy statement.

ARTICLE II DIRECTORS

2.1 Number and Term. Subject to the provisions of applicable law, the board of directors shall have authority to (a) determine the number of directors to constitute the board, and (b) fix the terms of office of the directors and classify the directors with respect to the time for which they shall severally hold office. Except as otherwise fixed by the board of directors under the authority given above, the number of directors shall be five (5) and each director elected to the board shall hold office until the next annual meeting of the shareholders unless he sooner resigns or is removed or disqualified.

2.2 Powers. All corporate powers shall be exercised by or under authority of, and the business and affairs of the corporation shall be managed under the direction of, the board of directors.

2.3 Meetings.

2.3.1 Place. Meetings of the board of directors shall be held at such place as may be designated by the board or in the notice of the meeting.

2.3.2 Regular Meetings. Regular meetings of the board of directors shall be held at such times as the board may designate. Notice of regular meetings need not be given.

2.3.3 Special Meetings. Special meetings of the board of directors may be called at any time by the president and shall be called by him on the written request of one-third of the directors. Notice (which need not be written) of the time and place of each special meeting shall be given to each director at least two days before the meeting.

2.3.4 Quorum. A majority of all the directors in office shall constitute a quorum for the transaction of business at any meeting and except as otherwise provided herein the acts of a majority of the directors present at any meeting at which a quorum is present shall be the acts of the board of directors.

2.3.5 Participation. One or more directors may participate in a meeting of the board or a committee of the board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

2.4 Vacancies. Vacancies in the board of directors shall be filled by vote of a majority of the remaining members of the board.

2.5 Committees. The board of directors may by resolution adopted by a majority of the whole board designate one or more committees, each committee to consist of two or more directors and such alternate members (also directors) as may be designated by the board. To the extent provided in such resolution, any such committee shall have and exercise the powers of the board of directors. Unless otherwise determined by the board, in the absence or disqualification of any member of a committee the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of any such absent or disqualified member.

2.6 Limitation on Directors' Liability. Except as otherwise provided by law, a director shall not be personally liable for monetary damages as such for any action taken, or failure to take any action, unless:

2.6.1 The director has breached or failed to perform the duties of his office as provided in the Nevada General Corporation Law (the "NGCL"); and

2.6.2 The breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

ARTICLE III OFFICERS

3.1 Election. The board of directors shall elect a president, treasurer, secretary and such other officers as it deems advisable. Any number of offices may be held by the same person.

3.2 Authority, Duties and Compensation. The officers shall have such authority and perform such duties and serve for such compensation as may be determined by or under the direction of the board of directors. Except as otherwise provided by the board (a) the president shall be the chief executive officer of the corporation, shall have general supervision over the business and operations of the corporation, may perform any act and execute any instrument for the conduct of such business and operations and shall preside at all meetings of the board and shareholders, (b) the other officers shall have the duties usually related to their offices, and (c) the vice president (or vice presidents in the order determined by the board) shall in the absence of the president have the authority and perform the duties of the president.

**ARTICLE IV
INDEMNIFICATION**

4.1 Right to Indemnification.

4.1.1 Third Party Claims. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), by reason of the fact that he is or was a representative of the corporation, or is or was serving at the request of the corporation as a representative of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust or other enterprise (including employee benefit plans), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the corporation and, with respect to any criminal proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action or proceeding by judgment, order, settlement or conviction upon a plea nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner that he reasonably believed to be in, or not opposed to, the best interest of the corporation and, with respect to any criminal proceeding, had reasonable cause to believe that his conduct was unlawful.

4.1.2 Derivative Actions. The corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of the corporation to procure judgment in its favor by reason of the fact that he is or was a representative of the corporation or is or was serving at the request of the corporation as a representative of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of the action if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the corporation; provided that no indemnification shall be made under this section in respect of any claim, issue or matter as to which the person has been adjudged to be liable to the corporation unless and only to extent that a court of competent jurisdiction determines that, despite the adjudication of liability but in view of the circumstances of the case, the person is fairly and reasonably entitled to indemnity for the expenses that such court deems proper.

4.2 Procedure for Effecting Indemnification. Unless ordered by a court, any indemnification made under Sections 4.1.1 or 4.1.2 shall be made by the corporation only as authorized in this specific case upon a determination that indemnification of the representative is proper in the circumstances because he has met the applicable standard of conduct set forth in those sections. Such determination shall be made:

4.2.1 By the Board of Directors by a majority vote of a quorum consisting of directors who are not parties to the action or proceeding;

4.2.2 If such a quorum is not obtainable or if obtainable and a majority vote of a quorum of disinterested directors so directs, by independent legal counsel in a written opinion;

4.2.3 By the shareholders; or

4.2.4 In such other manner, if any, as shall be permitted by NGCL.

4.3 Advancement of Expenses. Expenses (including attorneys' fees) incurred in defending any action or proceeding referred to in this Article may be made by the corporation in advance of the final disposition of the action or proceeding upon receipt of an undertaking by or on behalf of the representative to repay the amount if it is ultimately determined that he is not entitled to be indemnified by the corporation as authorized in this Article or otherwise.

**ARTICLE V
SHARES**

5.1 Share Certificates. Every shareholder of record shall be entitled to a share certificate representing the shares held by him. Every share certificate shall bear the corporate seal (which may be a facsimile) and the signature of the president or a vice president and the secretary or an assistant secretary.

5.2 Transfers. Transfers of share certificates and the shares represented thereby shall be made on the books of the corporation only by the registered holder or by duly authorized attorney. Transfer shall be made only on surrender of the share certificate or certificates.

**ARTICLE VI
AMENDMENTS**

Except as otherwise provided by applicable law, these By-Laws may be amended at any regular or special meeting of the board of directors by the vote of a majority of all the directors in office or at any annual or special meeting of shareholders by the vote of the holders of a majority of the outstanding stock entitled to vote. Notice of any such meeting of shareholders shall set forth the proposed change or a summary thereof.

**ARTICLE VII
NEVADA ACQUISITION OF CONTROLLING INTEREST ACT**

Pursuant to NRS § 78.378, the Corporation shall not be subject to the provisions of Nevada Revised Statutes Sections 78.378 to 78.3793, inclusive (Acquisition of Controlling Interest), and specifically that the provisions of NRS §§ 78.378 to 78.3793 do not apply to the Corporation or to an acquisition of a controlling interest by existing or future stockholders.



NUMBER
BKTI
COMMON STOCK



SHARES
COMMON STOCK
CUSIP 055876 10 4
SEE REVERSE FOR CERTAIN DEFINITIONS

INCORPORATED UNDER THE LAWS OF THE STATE OF NEVADA

THIS CERTIFIES THAT

SPECIMEN

is the owner of

FULLY-PAID AND NON-ASSESSABLE SHARES, \$.60 PAR VALUE, OF THE COMMON STOCK OF
BK TECHNOLOGIES CORPORATION

transferable only on the books of the Corporation by the holder hereof in person or by duly appointed attorney upon surrender of this certificate properly endorsed. This certificate and the shares represented hereby are issued and shall be held subject to the laws of the State of Nevada and to the Articles of Incorporation and Bylaws of the Corporation, all as from time to time amended. This certificate is not valid until countersigned and registered by the Transfer Agent and Registrar. WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated:

W.P. Kelly

EXECUTIVE VICE PRESIDENT AND SECRETARY



T. Allen

PRESIDENT

COUNTERSIGNED AND REGISTERED BY
AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC
Transfer Agent and Registrar
100 Broad Street
New York, NY 10048
AUTHORIZED SIGNATURE

BK TECHNOLOGIES CORPORATION

THE AUTHORIZED CAPITAL STOCK OF THE COMPANY CONSISTS OF COMMON AND PREFERRED STOCK. THE SHARES OF EACH CLASS NOW AUTHORIZED TO BE ISSUED HAVE THE PREFERENCES, VOTING POWERS, QUALIFICATIONS AND SPECIAL AND RELATIVE RIGHTS SET FORTH IN THE ARTICLES OF INCORPORATION OF THE COMPANY, AS FROM TIME TO TIME AMENDED. THE COMPANY WILL FURNISH TO THE HOLDER OF THIS CERTIFICATE UPON WRITTEN REQUEST ADDRESSED AND MAILED TO THE COMPANY AND WITHOUT CHARGE, A COPY OF THE FULL TEXT OF SUCH PREFERENCES, POWERS, QUALIFICATIONS AND RIGHTS.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	as tenants in common	UNIF GIFT MIN ACTCustodian.....
TEN ENT	as tenants by the entireties		(Cust).....(Minor)
JT TEN	as joint tenants with right of survivorship and not as tenants in common		under Uniform Gifts to Minors Act.....
			(State)

Additional abbreviations may also be used though not in the above list.

For value received, hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

[Empty box for Social Security or other identifying number]

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE

.....Shares of the capital stock represented by the within Certificate, and do hereby irrevocably constitute and appoint.....

Attorney to transfer the said stock on the books of the within-named Corporation with full power of substitution in the premises.

Dated,

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

Signature(s) Guaranteed:

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17A-15.

**OMNIBUS AMENDMENT TO
INCENTIVE COMPENSATION PLANS**

March 28, 2019

WHEREAS, BK Technologies, Inc., a Nevada corporation (the "Company"), has entered into an Agreement and Plan of Merger, dated March 28, 2019, by and among the Company, BK Technologies Corporation, Nevada corporation ("New BK"), and BK Merger Sub, Inc., a Nevada corporation ("MergerSub"), pursuant to which MergerSub shall be merged with and into the Company, with the Company surviving the merger, and New BK will become the successor issuer to the Company pursuant to and under the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and the publicly-traded parent company of the Company (the "Reorganization");

WHEREAS, in connection with the Reorganization, each share of the Company's common stock, par value \$0.60 per share, will be exchanged for a share of New BK's common stock, par value \$0.60 per share;

WHEREAS, the Company intends for the sponsorship of the Company's 2007 Incentive Compensation Plan (as amended, the "2007 Plan") and the 2017 Incentive Compensation Plan (the "2017 Plan" and, together with the 2007 Plan, the "Plans") to transfer to New BK, effective as of the date of, and contingent upon, the consummation of the Reorganization (the "Effective Time"); and

WHEREAS, in connection with the Reorganization, it is necessary to amend, pursuant to this omnibus amendment (this "Amendment"), each of the Plans, each of the stock option agreements pursuant to which options to purchase common stock of the Company have been granted and are outstanding pursuant to one of the Plans (collectively, the "Option Agreements"), each of the restricted share agreements pursuant to which shares of common stock of the Company which are subject to restrictions have been granted and are outstanding pursuant to one of the Plans (collectively, the "Restricted Share Agreements"), and each of the restricted share unit agreements pursuant to which restricted share units have been granted and are outstanding pursuant to one of the Plans (collectively, the "RSU Agreements").

NOW, THEREFORE, each of the Plans, Option Agreements, Restricted Share Agreements and RSU Agreements are hereby amended as follows, effective as of the Effective Time:

1. All references to "RELM Wireless Corporation," "Relm Wireless Corporation" or "BK Technologies, Inc." contained in each of the Plans, Option Agreements, Restricted Share Agreements and RSU Agreements are hereby changed to "BK Technologies Corporation," including references in the name of each of the Plans.
 2. New BK hereby assumes all of the obligations of the Company under each of the Plans, respectively, and any awards granted thereunder that are outstanding as of the Effective Time pursuant to the Option Agreements, Restricted Share Agreements and RSU Agreements are hereby deemed transferred to New BK.
-

3. In connection with the Reorganization, each share of the Company's common stock reserved for issuance under the Plans or issued, or issuable, pursuant to awards that are outstanding as of the Effective Time shall be converted into one share of New BK's common stock.
4. Each of the Plans is hereby amended to provide that the Board of Directors of New BK (the "New Board") and the Compensation Committee of the New Board shall each have the authority to amend or terminate the Plan, and the Compensation Committee (the "Old Committee") of the Board of Directors of the Company (the "Old Board") shall no longer have such authority.
5. None of the Company, the Old Board or the Old Committee shall have any further obligations under the Plans and the Awards granted thereunder.
6. Except as explicitly set forth in this Amendment, each Plan, and all outstanding awards granted thereunder, shall remain in full force and effect.
7. In all other respects, the Plans, as amended, are hereby ratified and confirmed and shall remain in full force and effect.
8. The Company and New BK agree to take any such further actions as may be reasonably necessary to carry out the purposes and intent of this Amendment.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has duly executed this Omnibus Amendment to Incentive Compensation Plans as of the date first written above.

BK TECHNOLOGIES, INC.

/s/ William P. Kelly

William P. Kelly

Executive Vice President and Chief Financial Officer

BK TECHNOLOGIES CORPORATION

/s/ William P. Kelly

William P. Kelly

Executive Vice President and Chief Financial Officer

BK TECHNOLOGIES CORPORATION

2017 INCENTIVE COMPENSATION PLAN
STOCK OPTION AGREEMENT

All capitalized terms used in this Stock Option Agreement, but not otherwise defined herein, shall have the meanings ascribed to them in the BK Technologies Corporation 2017 Incentive Compensation Plan (the "Plan").

I. NOTICE OF STOCK OPTION GRANT

Optionholder Name: _____
Address: _____

The Optionholder (as designated above) has been granted an Option to purchase Shares of the Company, subject to the terms and conditions of the Plan and this Option Agreement, as follows:

Date of Grant: _____
Type of Grant: _____
Exercise Price per Share: _____
Total Number of Shares Granted: _____
Total Exercise Price: _____
Type of Option: _____
Expiration Date: _____
Vesting Schedule: This Option shall be vested based on the Grantee's Continuous Service according to the following vesting schedule:

Termination Period: The term of this Option shall end as provided in Section 3 of the Stock Option Agreement.

II. STOCK OPTION AGREEMENT

1. Grant of Option. The Company hereby grants to the Optionholder named in the Notice of Stock Option Grant (the "Optionholder"), an option (the "Option") to purchase the number of Shares set forth in the Notice of Stock Option Grant, at the exercise price per Share set forth in the Notice of Stock Option Grant (the "Exercise Price"), and subject to the terms and conditions of the Plan, which is incorporated herein by reference. Subject to Section 22(d) of the Plan, in the event of a conflict between the terms and conditions of the Plan and this Stock Option Agreement (the "Option Agreement"), the terms and conditions of the Plan shall prevail.

2. Exercise of Option.

(a) Right to Exercise. This Option shall be exercisable during its term in accordance with the applicable provisions of the Plan and this Option Agreement. Notwithstanding the vesting schedule set forth above, (i) in the event of a Change in Control, the exercisability of this Option will be subject to the applicable provisions of Section 21 of the Plan; and (ii) the Committee may, in its sole discretion, provide for the full or partial acceleration of vesting and exercisability of this Option in connection with the termination of the Optionholder's Continuous Service for any reason prior to a vesting date, including, but not limited to, termination of Continuous Service as a result of the Optionholder's death or "*Disability*", defined as the Optionholder's permanent and total disability (within the meaning of Section 22(e) of the Code), as determined by a medical doctor satisfactory to the Committee.

(b) Method of Exercise. This Option shall be exercisable by delivery of an exercise notice in the form attached as Exhibit A (the "*Exercise Notice*") which shall state the election to exercise the Option, the number of Shares with respect to which the Option is being exercised, and such other representations and agreements as may be required by the Company.

The Option shall be deemed exercised when the Company receives (i) written or electronic notice of exercise (in accordance with this Option Agreement) from the Optionholder (or other person entitled to exercise the Option); (ii) full payment for the Shares with respect to which the Option is exercised; (iii) payment of any required tax withholding; and (iv) any other documents required by this Option Agreement or the Exercise Notice. Full payment may consist of any consideration and method of payment permitted by this Option Agreement. Shares issued upon exercise of an Option shall be issued in the name of the Optionholder or, if requested by the Optionholder and permitted under applicable law, in the name of the Optionholder and his or her spouse. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Shares, notwithstanding the exercise of the Option. The Company shall issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 16 of the Plan.

Exercise of this Option in any manner shall result in a decrease in the number of Shares thereafter available for sale under the Option, by the number of Shares as to which the Option is exercised.

(c) Legal Compliance. No Shares shall be issued pursuant to the exercise of this Option unless such issuance and such exercise complies with applicable laws and the requirements of any governmental or regulatory agency or stock exchange. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to the Optionholder on the date on which the Option is exercised with respect to such Shares.

3. Term. Optionholder may not exercise the Option before the commencement of its term or after its term expires. During the term of the Option, Optionholder may only exercise the Option to the extent vested. The term of the Option commences on the Date of Grant and, except as otherwise provided pursuant to Section 21 of the Plan in connection with a Change in Control, expires upon the *earliest* of the following:

(a) With respect to the unvested portion of the Option, upon termination of Optionholder's Continuous Service;

(b) With respect to the vested portion of the Option, three (3) months after the termination of Optionholder's Continuous Service for any reason other than Optionholder's death or Disability;

(c) With respect to the vested portion of the Option, twelve (12) months after the termination of Optionholder's Continuous Service by reason of Optionholder's death or Disability; or

(d) The day before the tenth (10th) anniversary of the Date of Grant.

4. Method of Payment. Payment of the aggregate Exercise Price shall be, to the extent permitted by applicable law, any combination of:

(a) cash or check;

(b) subject to the Company's approval at the time of exercise, consideration received by the Company under a formal cashless exercise program adopted by the Company in connection with the Plan; or

(c) surrender to the Company of other Shares which, (i) in the case of Shares acquired from the Company, either directly or indirectly, have been owned by the Optionholder for such period of time on the date of surrender such that will avoid an expense for financial accounting purposes, and (ii) have a Fair Market Value on the date of surrender equal to the aggregate Exercise Price of Shares being acquired pursuant to exercise of this Option. Shares from the portion of this Option to be exercised may be used to pay the exercise price to the extent that such use will not increase the compensation expense related to this Option for financial accounting purposes.

5. Non-Transferability of Option. This Option is transferable by will or by the laws of descent and distribution. This Option also may be transferable to Optionholder's "family member" upon written consent of the Company if the transfer is not for value and at the time of transfer, a Form S-8 registration statement under the Securities Act of 1933, as amended (the "*Securities Act*") is available for the exercise of the Option and the subsequent resale of the underlying Shares after such transfer. In addition, Optionholder may, by delivering written notice to the Company, in a form provided by or otherwise satisfactory to the Company, designate a third party who, in the event of the death of the Optionholder, shall thereafter be entitled to exercise the Option. For purposes hereof, the term "family member" shall have the meaning assigned to it in the general instructions of a Form S-8 registration statement (or any successor form adopted under the Securities Act).

6. Tax Obligations.

(a) Tax Consequences. Optionholder has reviewed with Optionholder's own tax advisors the federal, state, local and foreign tax consequences of this Option. Optionholder is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. Optionholder understands that Optionholder (and not the Company) shall be responsible for any tax liability that may arise as a result of the transactions contemplated by this Option Agreement and the Plan.

(b) Withholding Taxes. Optionholder may satisfy any federal, state or local tax withholding obligation relating to the exercise or acquisition of Shares under this Option by any of the following means (in addition to the Company's right to withhold from any compensation paid to the Optionholder by the Company) or by a combination of such means: (i) tendering a cash payment; (ii) authorizing the Company to withhold Shares from the Shares otherwise issuable to Optionholder as a result of the exercise or acquisition of stock under this Option; provided, however, that no Shares are withheld with a value exceeding the amount of tax required to be withheld by law based on the maximum statutory tax rates in the applicable taxing jurisdictions; or (iii) delivering to the Company owned and unencumbered Shares. Optionholder agrees to make appropriate arrangements with the Company for the satisfaction of all federal, state, local and foreign income and employment tax withholding requirements applicable to the Option exercise. Optionholder acknowledges and agrees that the Company may refuse to honor the exercise and refuse to deliver Shares if such withholding amounts are not delivered at the time of exercise.

7. Entire Agreement; Governing Law. The Plan and this Option Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Optionholder with respect to the subject matter hereof, and may not be modified adversely to the Optionholder's interest except by means of a writing signed by the Company and Optionholder. This Option Agreement shall be construed and enforced under the laws of the State of Nevada, without regard to choice of law provisions thereof.

8. No Guarantee of Continued Service. Optionholder acknowledges and agrees that nothing in this Option Agreement or the Plan confer upon Optionholder any right to continued employment or other service with the Company or any Subsidiary or affiliate.

9. Data Privacy. In order to administer the Plan, the Company may process personal data about the Optionholder. Such data includes, but is not limited to the information provided in this Option Agreement and any changes thereto, other appropriate personal and financial data about the Optionholder such as home address and business addresses and other contact information and any other information that might be deemed appropriate by the Company to facilitate the administration of the Plan. By signing this Option Agreement, the Optionholder gives explicit consent to the Company to process any such personal data. The Optionholder also gives explicit consent to the Company to transfer any such personal data outside the country in which the Optionholder works or is employed, including, if the Optionholder is not a U.S. resident, to the United States, to transferees that shall include the Company and other persons who are designated by the Company to administer the Plan.

10. Plan and Prospectus Delivery. By signing this Option Agreement, the Optionholder acknowledges that a copy of the Plan, the Plan Summary and Prospectus, and the Company's most recent Annual Report and Proxy Statement (the "*Prospectus Information*") either have been received by or provided to the Optionholder, and the Optionholder consents to receiving the Prospectus Information electronically, or, in the alternative, agrees to contact the Chief Financial Officer of the Company to request a paper copy of the Prospectus Information at no charge. The Optionholder also represents that he or she is familiar with the terms and provisions of the Prospectus Information and hereby accepts the Option on the terms and subject to the conditions set forth herein and in the Plan. The Optionholder hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or this Option. The Optionholder further agrees to notify the Company upon any change in the residence address indicated below.

IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement as of the Date of Grant.

BK TECHNOLOGIES CORPORATION

By: _____
Name: _____
Title: _____

OPTIONHOLDER

Name: _____
Address: _____

EXHIBIT A

**BK TECHNOLOGIES CORPORATION
2017 INCENTIVE COMPENSATION PLAN**

EXERCISE NOTICE

BK Technologies Corporation
7100 Technology Drive
West Melbourne, Florida 32904

Attention: Chief Financial Officer

1. Exercise of Option. Effective as of today, _____, 20__, the undersigned (" *Optionholder*") hereby elects to exercise Optionholder's option to purchase _____ shares of the Common Stock (the "*Shares*") of BK Technologies Corporation (the "*Company*") under and pursuant to the Company's 2017 Incentive Compensation Plan (the "*Plan*") and the Stock Option Agreement dated _____, 20__ (the "*Option Agreement*").

2. Delivery of Payment and Required Documents. Optionholder herewith delivers to the Company the full purchase price of the Shares, as set forth in the Notice of Stock Option Grant in Part I of the Option Agreement, and any and all withholding taxes due in connection with the exercise of the Option. In addition, Optionholder herewith delivers any other documents required by the Company.

3. Representations of Optionholder. Optionholder acknowledges that Optionholder has received, read and understood the Plan and the Option Agreement and agrees to abide by and be bound by their terms and conditions.

4. Rights as Stockholder. Until the issuance of the Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Shares, notwithstanding the exercise of the Option. The Shares shall be issued to the Optionholder as soon as practicable after the Option is exercised in accordance with the Option Agreement. No adjustment shall be made for a dividend or other right for which the record date is prior to the date of issuance except as provided in Section 16 of the Plan.

5. Tax Consultation. Optionholder understands that Optionholder may suffer adverse tax consequences as a result of Optionholder's purchase or disposition of the Shares. Optionholder represents that Optionholder has consulted with any tax consultants Optionholder deems advisable in connection with the purchase or disposition of the Shares and that Optionholder is not relying on the Company for any tax advice.

6. Successors and Assigns. The Company may assign any of its rights under this Exercise Notice to single or multiple assignees, and this Exercise Notice shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in the Option Agreement, this Exercise Notice shall be binding upon Optionholder and his or her heirs, executors, administrators, successors and assigns.

7. Interpretation. Any dispute regarding the interpretation of this Exercise Notice shall be submitted by Optionholder or by the Company forthwith to the Committee which shall review such dispute at its next regular meeting. The resolution of such a dispute by the Committee shall be final and binding on all parties.

8. Governing Law. This Exercise Notice shall be construed and enforced under the laws of the State of Nevada, without regard to choice of law provisions thereof.

9. Entire Agreement. The Plan and Option Agreement are incorporated herein by reference. All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Option Agreement. This Exercise Notice, the Plan and the Option Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Optionholder with respect to the subject matter hereof, and may not be modified adversely to the Optionholder's interest except by means of a writing signed by the Company and Optionholder.

IN WITNESS WHEREOF, the parties hereto have executed this Exercise Notice as of the Date of Grant.

BK TECHNOLOGIES CORPORATION

By: _____
Name: _____
Title: _____

OPTIONHOLDER

Name: _____
Address: _____

BK TECHNOLOGIES CORPORATION

2017 INCENTIVE COMPENSATION PLAN
RESTRICTED SHARE AGREEMENT

All capitalized terms used in this Restricted Share Agreement (this “*Agreement*”), but not otherwise defined herein, shall have the meanings ascribed to them in the BK Technologies Corporation 2017 Incentive Compensation Plan (the “*Plan*”).

I. NOTICE OF RESTRICTED SHARE AWARD

Grantee Name: _____

Address: _____

The Grantee (as designated above) has been granted an Award of Restricted Shares, subject to the terms and conditions of the Plan and this Agreement, as follows:

Date of Grant: _____

Total Number of Restricted Shares: _____

Vesting Schedule: The Restricted Shares shall be vested based on the Grantee’s Continuous Service according to the following vesting schedule:

II. RESTRICTED SHARE AGREEMENT

1. Grant of Restricted Shares. The Company hereby grants to the Grantee named in the Notice of Restricted Share Award (the “*Grantee*”), the number of Restricted Shares set forth in the Notice of Restricted Share Award, subject to the terms and conditions of the Plan, which is incorporated herein by reference. In the event of a conflict between the terms and conditions of the Plan and this Agreement, the terms and conditions of the Plan shall prevail. The Restricted Shares covered by this Award shall be represented by a stock certificate registered in the Grantee’s name or by uncertificated shares designated for the Grantee in book-entry form on the records of the Company’s transfer agent subject to the restrictions set forth in this Agreement. Any stock certificate issued shall bear all legends required by law and necessary to effectuate the provisions of this Agreement. Any stock certificate or book-entry uncertificated shares evidencing such Shares shall be held in custody by the Company.

2. Vesting of Restricted Shares. The Restricted Shares shall become vested based on the Grantee’s Continuous Service in accordance with the vesting schedule set forth above in the Notice of Restricted Share Award, and any unvested Restricted Shares shall automatically be forfeited in the event of the termination of the Grantee’s Continuous Service for any reason prior to a vesting date set forth in the vesting schedule above. Notwithstanding the foregoing: (i) in the event of a Change in Control, the vesting of the Restricted Shares will be governed by the applicable provisions of Section 21 of the Plan; and (ii) the Committee may, in its sole discretion, provide for the full or partial acceleration of vesting of the Restricted Shares in connection with the termination of the Grantee’s Continuous Service for any reason prior to a vesting date, including, but not limited to, termination of Continuous Service as a result of the Grantee’s death or “*Disability*”, defined as the Grantee’s permanent and total disability (within the meaning of Section 22(e) of the Code), as determined by a medical doctor satisfactory to the Committee.

3. Voting and Dividends. The Grantee may exercise full voting rights with respect to the Restricted Shares, whether or not vested. Any dividends paid with respect to the Restricted Shares prior to vesting of the Restricted Shares shall be automatically deferred and accumulated by the Company in a bookkeeping account, and shall be paid to the Grantee in cash (without interest) only at such times as the underlying Restricted Shares become vested in accordance with this Agreement, with the Grantee's right to payment of any such dividends being subject to the same risk of forfeiture, restrictions on transferability, and other terms of this Agreement as are the Shares with respect to which the dividends otherwise were payable.

4. Restriction on Transfer. The Grantee may not transfer any of the Restricted Shares prior to the applicable vesting date, except by the laws of descent and distribution.

5. Tax Obligations.

(a) Tax Consequences. The Grantee has reviewed with the Grantee's own tax advisors the federal, state, local and foreign tax consequences of this Award. The Grantee is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Grantee understands that the Grantee (and not the Company) shall be responsible for any tax liability that may arise as a result of the transactions contemplated by this Agreement and the Plan.

(b) Withholding Taxes. The Grantee may satisfy any federal, state or local tax withholding obligation relating to the grant or vesting of Restricted Shares under this Agreement by any of the following means (in addition to the Company's right to withhold from any compensation paid to the Grantee by the Company, including withholding from any cash dividends paid in connection with the vesting of Restricted Shares hereunder) or by a combination of such means: (i) tendering a cash payment; (ii) authorizing the Company to withhold Shares from the Restricted Shares otherwise issuable to the Grantee under this Agreement; provided, however, that no Shares are withheld with a value exceeding the amount of tax required to be withheld by law based on the maximum statutory tax rates in the applicable taxing jurisdictions; or (iii) delivering to the Company owned and unencumbered Shares. The Grantee agrees to make appropriate arrangements with the Company for the satisfaction of all federal, state, local and foreign income and employment tax withholding requirements applicable to this Award.

6. Entire Agreement; Governing Law. The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company and the Grantee. This Agreement shall be construed and enforced under the laws of the State of Nevada, without regard to choice of law provisions thereof.

7. No Guarantee of Continued Service. The Grantee acknowledges and agrees that nothing in this Agreement or the Plan confer upon the Grantee any right to continued employment or other service with the Company or any Subsidiary or affiliate.

8. Data Privacy. In order to administer the Plan, the Company may process personal data about the Grantee. Such data includes, but is not limited to the information provided in this Agreement and any changes thereto, other appropriate personal and financial data about the Grantee such as home address and business addresses and other contact information and any other information that might be deemed appropriate by the Company to facilitate the administration of the Plan. By signing this Agreement, the Grantee gives explicit consent to the Company to process any such personal data. The Grantee also gives explicit consent to the Company to transfer any such personal data outside the country in which the Grantee works or is employed, including, if the Grantee is not a U.S. resident, to the United States, to transferees that shall include the Company and other persons who are designated by the Company to administer the Plan.

9. Plan and Prospectus Delivery. By signing this Agreement, the Grantee acknowledges that a copy of the Plan, the Plan Summary and Prospectus, and the Company's most recent Annual Report and Proxy Statement (the "*Prospectus Information*") either have been received by or provided to the Grantee, and the Grantee consents to receiving the Prospectus Information electronically, or, in the alternative, agrees to contact the Chief Financial Officer of the Company to request a paper copy of the Prospectus Information at no charge. The Grantee also represents that he or she is familiar with the terms and provisions of the Prospectus Information and hereby accepts the Restricted Shares on the terms and subject to the conditions set forth herein and in the Plan. The Grantee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or this Agreement. The Grantee further agrees to notify the Company upon any change in the residence address indicated below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Date of Grant.

BK TECHNOLOGIES CORPORATION

By: _____
Name: _____
Title: _____

GRANTEE

Name: _____
Address: _____

BK TECHNOLOGIES CORPORATION

2017 INCENTIVE COMPENSATION PLAN
RESTRICTED SHARE UNIT AGREEMENTSummary of Restricted Share Unit Award

BK Technologies Corporation (the "*Company*") grants to the Grantee named below, in accordance with the terms of the BK Technologies Corporation 2017 Incentive Compensation Plan (the "*Plan*") and this Restricted Share Unit Agreement (the "*Agreement*"), the following number of Restricted Share Units, on the Date of Grant set forth below:

Name of Grantee:	_____
Number of Restricted Share Units:	_____
Date of Grant:	_____
Vesting Dates:	_____

Terms of Agreement

1. Grant of Restricted Share Units. Subject to and upon the terms, conditions, and restrictions set forth in this Agreement and in the Plan, the Company hereby grants to the Grantee as of the Date of Grant, the total number of share units (the "*Restricted Share Units*") set forth above. Each Restricted Share Unit shall represent the contingent right to receive Share and shall at all times be equal in value to one Share. The Restricted Share Units shall be credited in a book entry account established for the Grantee until payment in accordance with Section 4 hereof.

2. Vesting of Restricted Share Units.

(a) A ratable portion of the Restricted Share Units (rounded down to the next whole number) shall vest on each of the Vesting Dates set forth above (each, a "*Vesting Date*"), provided that the Grantee shall have remained in the continuous employment or other service of the Company or a Subsidiary ("*Continuous Service*") through the applicable Vesting Date.

(b) Notwithstanding Section 2(a), (i) upon the occurrence of a Change in Control prior to a Vesting Date and during the Grantee's Continuous Service, the vesting of the Restricted Share Units will be governed by the applicable provisions of Section 21 of the Plan; and (ii) the Committee may, in its sole discretion, provide for the full or partial acceleration of vesting of the Restricted Share Units in connection with the termination of the Grantee's Continuous Service for any reason prior to a Vesting Date, including, but not limited to, termination of Continuous Service as a result of the Grantee's death or "*Disability*", defined as the Grantee's permanent and total disability (within the meaning of Section 22(e) of the Code), as determined by a medical doctor satisfactory to the Committee.

3. Forfeiture of Restricted Share Units. The Restricted Share Units that have not yet vested pursuant to Section 2(a) shall be forfeited automatically without further action or notice if the Grantee ceases to be employed by the Company or a Subsidiary other than as provided pursuant to Section 2(b).

4. Payment.

(a) Except as may be otherwise provided in this Section, the Company shall deliver to the Grantee (or the Grantee's estate in the event of death) the Shares underlying the vested Restricted Share Units within thirty (30) days following the date that the Restricted Share Units become vested in accordance with Section 2.

(b) Notwithstanding Section 4(a), to the extent that the Grantee's right to receive payment of the Restricted Share Units constitutes a "deferral of compensation" within the meaning of Section 409A of the Code, payment of any vested Restricted Share Units shall be subject to the following rules, to the extent necessary to comply with Section 409A of the Code:

(i) Except as provided in Section 4(b)(ii), the Shares underlying the vested Restricted Share Units shall be delivered to the Grantee (or the Grantee's estate in the event of death) within thirty (30) days after the earlier of: (A) the Grantee's "separation from service" within the meaning of Section 409A of the Code; (B) the occurrence of a "change in the ownership," a "change in the effective control" or a "change in the ownership of a substantial portion of the assets" of the Company within the meaning of Section 409A of the Code; or (C) the applicable Vesting Date.

(ii) If the Restricted Share Units become payable as a result of Section 4(b)(i)(A), but not as a result of the Grantee's death, and the Grantee is a "specified employee" at that time within the meaning of Section 409A of the Code, then the Shares underlying the vested Restricted Share Units shall instead be delivered to the Grantee within thirty (30) days after the first business day that is more than six months after the date of his or her separation from service (or, if the Grantee dies during such six-month period, within thirty (30) days after the Grantee's death).

(c) The Company's obligations with respect to the Restricted Share Units shall be satisfied in full upon the delivery of the Shares underlying the vested Restricted Share Units.

5. Transferability. The Restricted Share Units may not be transferred, assigned, pledged or hypothecated in any manner, or be subject to execution, attachment or similar process, by operation of law or otherwise, unless otherwise provided under the Plan. Any purported transfer or encumbrance in violation of the provisions of this Section 5 shall be void, and the other party to any such purported transaction shall not obtain any rights to or interest in such Restricted Share Units.

6. Dividend, Voting and Other Rights. The Grantee shall not possess any incidents of ownership (including, without limitation, dividend and voting rights) in the Shares underlying the Restricted Share Units until such Shares have been delivered to the Grantee in accordance with Section 4 hereof, and no dividend equivalents will be paid or provided under this Agreement. The obligations of the Company under this Agreement will be merely that of an unfunded and unsecured promise of the Company to deliver Shares in the future, and the rights of the Grantee will be no greater than that of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company under this Agreement.

7. No Retention Rights. Nothing contained in this Agreement shall confer upon the Grantee any right with respect to continuance of employment or other service with the Company or any Subsidiary, nor limit or affect in any manner the right of the Company and its Subsidiaries to terminate the employment or adjust the compensation of the Grantee.

8. Relation to Other Benefits. Any economic or other benefit to the Grantee under this Agreement or the Plan shall not be taken into account in determining any benefits to which the Grantee may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or a Subsidiary.

9. Taxes and Withholding. To the extent the Company or any Subsidiary is required to withhold any federal, state, local, foreign or other taxes in connection with the delivery of Shares under this Agreement, then the Company or Subsidiary (as applicable) shall retain a number of Shares otherwise deliverable hereunder with a value equal to the applicable tax withholding (based on the Fair Market Value of the Shares on the date of delivery); provided that in no event shall the value of the Shares retained exceed the amount of taxes required to be withheld based on the maximum statutory tax rates in the Grantee's applicable taxing jurisdictions. If the Company or any Subsidiary is required to withhold any federal, state, local or other taxes at any time other than upon delivery of the Shares under this Agreement, then the Company or Subsidiary (as applicable) shall have the right in its sole discretion to (a) require the Grantee to pay or provide for payment of the required tax withholding, or (b) deduct the required tax withholding from any amount of salary, bonus, incentive compensation or other amounts otherwise payable in cash to the Grantee (other than deferred compensation subject to Section 409A of the Code).

10. Adjustments. The number and kind of Shares deliverable pursuant to the Restricted Share Units are subject to adjustment as provided in Section 16 of the Plan.

11. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws and listing requirements with respect to the Restricted Share Units; provided, however, notwithstanding any other provision of this Agreement, and only to the extent permitted under Section 409A of the Code, the Company shall not be obligated to deliver any Shares pursuant to this Agreement if the delivery thereof would result in a violation of any such law or listing requirement.

12. Amendments. Subject to the terms of the Plan, the Committee may modify this Agreement upon written notice to the Grantee. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto. Notwithstanding the foregoing, no amendment of the Plan or this Agreement shall adversely affect the rights of the Grantee under this Agreement without the Grantee's consent unless the Committee determines, in good faith, that such amendment is required for the Agreement to either be exempt from the application of, or comply with, the requirements of Section 409A of the Code, or as otherwise may be provided in the Plan.

13. Severability. In the event that one or more of the provisions of this Agreement shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

14. Relation to Plan. This Agreement is subject to the terms and conditions of the Plan. This Agreement and the Plan contain the entire agreement and understanding of the parties with respect to the subject matter contained in this Agreement, and supersede all prior written or oral communications, representations and negotiations in respect thereto. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. Capitalized terms used herein without definition shall have the meanings assigned to them in the Plan. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein, have the right to determine any questions which arise in connection with the grant of the Restricted Share Units.

15. Successors and Assigns. Without limiting Section 5, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the permitted successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.

16. Choice of Law. The interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Nevada, without giving effect to the principles of conflict of laws thereof.

17. Data Privacy. In order to administer the Plan, the Company may process personal data about the Grantee. Such data includes, but is not limited to the information provided in this Agreement and any changes thereto, other appropriate personal and financial data about the Grantee such as home address and business addresses and other contact information and any other information that might be deemed appropriate by the Company to facilitate the administration of the Plan. By signing this Agreement, the Grantee gives explicit consent to the Company to process any such personal data. The Grantee also gives explicit consent to the Company to transfer any such personal data outside the country in which the Grantee works or is employed, including, if the Grantee is not a U.S. resident, to the United States, to transferees that shall include the Company and other persons who are designated by the Company to administer the Plan.

18. Plan and Prospectus Delivery. By signing this Agreement, the Grantee acknowledges that a copy of the Plan, the Plan Summary and Prospectus, and the Company's most recent Annual Report and Proxy Statement (the "*Prospectus Information*") either have been received by or provided to the Grantee, and the Grantee consents to receiving the Prospectus Information electronically, or, in the alternative, agrees to contact the Chief Financial Officer of the Company to request a paper copy of the Prospectus Information at no charge. The Grantee also represents that he or she is familiar with the terms and provisions of the Prospectus Information and hereby accepts the Award on the terms and subject to the conditions set forth herein and in the Plan. The Grantee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Date of Grant.

BK TECHNOLOGIES CORPORATION

By: _____
Name: _____
Title: _____

GRANTEE

Name: _____
Address: _____



Company Contact:
BK Technologies Corporation
Timothy Vitou, President
(321) 984-1414

BK Technologies Completes Holding Company Reorganization

NYSE American Ticker Symbol for Shares of New Holding Company to Remain "BKTI"

WEST MELBOURNE, FL, March 28, 2019 – BK Technologies, Inc. (NYSE American: BKTI) today announced the completion of its previously announced holding company reorganization. BK Technologies Corporation is now the parent holding company of BK Technologies, Inc. ("Old BK Technologies") and its subsidiaries.

The reorganization is intended to create a more efficient corporate structure and increase operational flexibility. No material operational or financial impacts are expected.

In the reorganization, stockholders of Old BK Technologies automatically became stockholders of BK Technologies Corporation, on a one-for-one basis, with the same number of shares and same ownership percentage of Old BK Technologies common stock that they held immediately prior to the holding company reorganization. Shares of BK Technologies Corporation common stock will trade on the NYSE American under the same ticker symbol previously used by Old BK Technologies, "BKTI." A new CUSIP number has been assigned to the BK Technologies Corporation common stock: 05587G 104.

The holding company reorganization is intended to be a tax-free transaction for U.S. federal income tax purposes for stockholders of Old BK Technologies.

About BK Technologies

As an American manufacturer for over 70 years, the Company is deeply rooted in the public safety communications industry, manufacturing high-specification communications equipment of unsurpassed reliability and value for use by public safety professionals and government agencies. Advances include a broad new line of leading digital two-way radios compliant with APCO Project 25 specifications. The Company's products are manufactured and distributed worldwide under BK Radio and RELM brand names. The Company maintains its headquarters in West Melbourne, Florida, and can be contacted through its web site at www.bktechnologies.com or directly at 1-800-821-2900.

Forward-Looking Statements

This press release contains statements about future events and expectations which are "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, including statements about the Company's plans, objectives, expectations and prospects. These statements can be identified by forward-looking words such as "may," "might," "could," "would," "will," "anticipate," "believe," "plan," "estimate," "project," "expect," "intend," "seek" and other similar expressions. Any statement contained in this press release that is not a statement of historical fact may be deemed to be a forward-looking statement. Although the Company believes that the plans, objectives, expectations and prospects reflected in or suggested by its forward-looking statements are reasonable, those statements involve risks, uncertainties and other factors that may cause the Company's actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by these forward-looking statements, and the Company can give no assurance that its plans, objectives, expectations and prospects will be achieved. Important factors that might impact the Company's plans, objectives, expectations and prospects are contained in the "Risk Factors" section of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2018, and in the Company's other current and periodic reports filed from time to time with the Securities and Exchange Commission. All forward-looking statements in this press release are made as of the date hereof, based on information available to the Company as of the date hereof, and the Company assumes no obligation to update any forward-looking statement.
