

278533

From: LIGHTSEY & ASSOCIATES, PA
Division of Corporations

4076220026

08/14/2015 12:50

#668 P.001/010

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Florida Department of State
Division of Corporations
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To: Division of Corporations
Fax Number : (850) 617-6380

From: Account Name : LIGHTSEY & ASSOCIATES, PA
Account Number : I20060000130
Phone : (407) 622-0025
Fax Number : (407) 622-0026

*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.**

Email Address: jbass@gravesbrotherscompany.com

MERGER OR SHARE EXCHANGE

Three R's, Inc.

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From: LIGHTSEY & ASSOCIATES PA

4076220026

08/14/2015 12:51

#668 P.002/010

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Three R's, Inc.

Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Jeff Bass

Contact Person

Three R's, Inc.

Firm/Company

1281 Indian MD TR

Address

Vero Beach, FL 32963

City/State and Zip Code

jbass@gravesbrotherscompany.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Allon L. Lightsey

At (407)

622-0025

Name of Contact Person

Area Code & Daytime Telephone Number

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

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FILED

2015 AUG 14 PM 12:49

DEPT. OF STATE
TALLAHASSEE, FLORIDA**ARTICLES OF MERGER**

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Three R's, Inc.	Florida	278533

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Redi-Go, Inc.	Florida	278054

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 8/1, 2015.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 8/1, 2015.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

AGREEMENT AND PLAN OF MERGER
BY AND AMONG
REDI-GO, INC.
WITH AND INTO
THREE R'S, INC.

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), is made and entered into this 1 day of August, 2015 by and among THREE R'S, INC., a Florida corporation ("Three R's"), and REDI-GO, INC., a Florida corporation ("Redi-Go").

WITNESSETH:

WHEREAS, Redi-Go is a subsidiary of Three R's, and Three R's owns one hundred percent (100%) of the issued and outstanding shares of Redi-Go.

WHEREAS, Three R's and Redi-Go believe it would be in their best interest to effectuate a merger of Redi-Go with and into Three R's, with Three R's being the surviving entity;

WHEREAS, pursuant to and in accordance with section 607.1104 of the Florida Business Corporation Act (the "Act"), Redi-Go and Three R's intend to merge Redi-Go with and into Three R's (the "Merger") upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the sole shareholder of Three R's and the sole shareholder of Redi-Go have approved the Merger, and have further approved the terms and conditions of the Merger set forth in this Agreement.

NOW THEREFORE, the terms and conditions of the Agreement are as follows:

ARTICLE I
THE MERGER; EFFECTIVE DATE

1.1. The Merger. Upon the terms and subject to the conditions set forth in this Agreement and the Act, on the Effective Date (as defined in Section 1.2), Redi-Go shall be merged with and into Three R's and the separate corporate existence of Redi-Go shall thereupon cease. Three R's shall be the surviving entity in the Merger and the separate existence of Three R's, with all its rights, privileges, immunities and power, and subject to all the duties and liabilities of corporations incorporated under the laws of the State of Florida, shall continue unaffected by the Merger. Furthermore, the Merger shall have the effects specified in the Act.

1.2. Effective Date. Three R's and Redi-Go shall cause Articles of Merger (the "Articles of Merger") to be executed as provided in Section 607.1105 of the Act, and to be delivered to the Florida Department of State (the "DOS"). The Merger shall become effective upon the filing of the Articles of Merger by the DOS (the "Effective Date").

ARTICLE II
ARTICLES OF INCORPORATION AND BYLAWS
OF THREE R'S
AFTER THE EFFECTIVE DATE

2.1. Articles of Incorporation. The Articles of Incorporation of Three R's in effect on the Effective Date shall be the Articles of Incorporation of Three R's (the "Articles of Incorporation") after the Effective Date, until thereafter amended as provided therein or in accordance with applicable law.

2.2. The Bylaws. The Bylaws of Three R's in effect on the Effective Date shall be the Bylaws of Three R's (the "Bylaws") after the Effective Date, until thereafter amended as provided therein or in accordance with applicable law.

ARTICLE III
DIRECTOR AND OFFICERS OF THREE R'S
AFTER THE EFFECTIVE DATE

3.1. Director. The Director of Three R's on the Effective Date shall be the Director of Three R's (the "Director") from and after the Effective Date, until his successor has been duly elected and qualified or until his earlier death, resignation or removal in accordance with the Articles of Incorporation or the Bylaws of Three R's, or as otherwise provided by law. The name and address of the Director of Three R's is as follows:

R.H. Bass
Box 656, 1221 Bass Rd, Clewiston, FL 33440

3.2. Officers. The Officers of Three R's on the Effective Date shall be the Officers of Three R's (the "Officers") from and after the Effective Date, until their successors have been duly elected and qualified or until their earlier death, resignation or removal in accordance with the Articles of Incorporation or the Bylaws of Three R's, or as otherwise provided by law. The names, offices and addresses of the Officers of Three R's are as follows:

R.H. Bass
President
Box 656, 1221 Bass Rd, Clewiston, FL 33440

Carol Giddens
Asst. Secretary
444 E Osceola, Clewiston, FL 33440

Jeff E. Bass
Secretary
1281 Indian MD TR, Vero Beach, FL 32963

Mary Beth Oberlander
Vice President
221 Dill Ave, Fredrick, MD 21701

ARTICLE IV
MANNER AND BASIS FOR CONVERTING CAPITAL STOCK OF REDI-GO
INTO CAPITAL STOCK OF THREE R'S

Three R's is the sole shareholder of Redi-Go. Accordingly, each share of Redi-Go's common stock issued and outstanding on the Effective Date, and all rights in respect thereof, shall be canceled by virtue of the Merger and without any action on the part of the holder thereof. Each share of Three R's common stock issued and outstanding on the Effective Date, and all rights in respect thereof, shall remain issued and outstanding without change by virtue of the Merger.

ARTICLE V
ACTIONS TO BE TAKEN IN CONNECTION WITH THE MERGER

Prior to the Effective Date, the parties hereto will take all steps necessary to comply with Sections 607.1104 and 607.1105 of the Act. Accordingly, Three R's shall cause this Agreement to be executed and Articles of Merger to be filed with the DOS.

ARTICLE VI
ASSIGNMENT

If at any time Three R's shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Three R's the title to any property or rights of Redi-Go, or to otherwise carry out the provisions hereof, the proper directors and officers, or the shareholders, of Redi-Go as of the Effective Date shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to vest, perfect, or confirm title to such property or rights in Three R's.

ARTICLE VII
TERMINATION

This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Date by mutual written consent of Three R's and Redi-Go, which shall be effectuated by action of their respective shareholders.

ARTICLE VIII
MISCELLANEOUS AND GENERAL

8.1. Modification or Amendment. Subject to the provisions of applicable law, at any time prior to the Effective Date, the parties hereto may modify or amend this Agreement by written agreement approved by the shareholders of Three R's and the shareholders of Redi-Go, and executed and delivered by duly authorized officers of each respective party.

8.2. Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

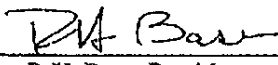
8.3. Governing Law. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida, without regard to the conflict of law principles thereof.

8.4. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or in any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

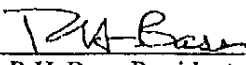
8.5. Adoption of Plan of Merger. This Agreement and Plan of Merger was adopted by the sole shareholder of Three R's and the sole shareholder of Redi-Go as of the date set forth above.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by or on behalf of Three R's and Redi-Go, as of the date first written above.

Three R's, Inc., a Florida corporation

By: 
R.H. Bass, President

Redi-Go, Inc., a Florida corporation

By: 
R.H. Bass, President

WAIVER OF THE SOLE SHAREHOLDER

The undersigned, being the sole shareholder of Redi-Go, hereby waives the requirement that a copy or summary of the Plan of Merger by and among Three R's and Redi-Go be mailed to it.

THREE R'S, INC., a Florida corporation

By: T.H. Bass
R.H. Bass, President