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Merger  
@ 3/19/14

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** CHOOSE RAIN, INC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

**VERONICA SOTO**

Contact Person

**GREENTREE FINANCIAL GROUP**

Firm/Company

**7951 SW 6TH STREET, STE 216**

Address

**PLANTATION, FL 33324**

City, State and Zip Code

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

For further information concerning this matter, please call:

**VERONICA SOTO**

at ( **954** ) **424-2345**

Name of Contact Person

Area Code

Daytime Telephone Number

☐ Certified copy (optional) \$30.00

**STREET ADDRESS:**

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

**MAILING ADDRESS:**

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

**Certificate of Merger  
For  
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
CHOOSE RAIN, LLC	FLORIDA	LIMITED LIABILITY COMPANY
_____	_____	_____
_____	_____	_____
_____	_____	_____

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**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
CHOOSE RAIN, INC	NEVADA	CORPORATION
_____	_____	_____

**THIRD:** The merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

**FOURTH:** Please check one of the boxes that apply to surviving entity:

This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.

This entity is created by the merger and is a domestic filing entity, the public organic record is attached.

This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.

This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

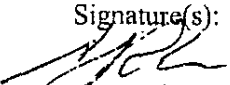
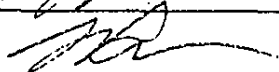
1230 N US HWY 1, SUITE 16

ORMOND BEACH, FL 32174

**FIFTH:** This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

**SIXTH:** If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

**SEVENTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
CHOOSE RAIN, LLC		LARRY R. CURRAN
CHOOSE RAIN, INC		LARRY R. CURRAN

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of an authorized person

**Fees:**

For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00
Certified Copy (optional):	\$30.00

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of March 7, 2014, is entered into between Choose Rain, LLC, a limited liability company organized under the laws of the State of Florida (the "Company"), and Choose Rain, Inc., a Nevada corporation ("Choose Rain").

### RECITALS

**WHEREAS**, the managing member of the Company and the board of directors of Choose Rain, Inc. deem it advisable, upon the terms and subject to the conditions herein stated, that the Company be merged with and into Choose Rain, and that Choose Rain be the surviving corporation in the merger (the "Merger");

**WHEREAS**, the managing member of the Company and the board of directors of Choose Rain have approved this Agreement;

**WHEREAS**, the a majority of the members of the Company and a majority of the stockholders of Choose Rain have approved this Agreement;

**WHEREAS**, for United States federal income tax purposes, it is intended that the Merger qualify as a reorganization within the meaning of Section 368(a)(1) of the Internal Revenue Code of 1986, as amended; and

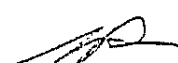
**WHEREAS**, for United States federal income tax purposes, it is intended that the parties to this agreement hereby adopt this agreement as a "plan of reorganization" within the meaning of Section 1.368-2(g) of the United States Treasury Regulations.

**NOW, THEREFORE**, in consideration of the premises and of the mutual representations, warranties and covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Choose Rain hereby agree as follows:

### ARTICLE I

#### MERGER; EFFECTIVE TIME

1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.2 hereof), the Company shall be merged with and into Choose Rain, whereupon the separate existence of the Company shall cease. Choose Rain shall be the surviving corporation (the "Surviving Corporation") in the Merger and shall continue to be governed by the laws of the State of Nevada. The Merger shall have the effects specified in the Chapter 605 of the Florida Statutes, as amended (the "Florida Statutes"), and in the Nevada Revised Statutes, as amended (the "NRS"), and the Surviving Corporation shall succeed, without other transfer, to all of the assets and property (whether real, personal or mixed), rights, privileges, franchises, immunities and powers of the Company, and shall assume and be subject to all of the duties, liabilities, obligations and restrictions of every



kind and description of the Company, including, without limitation, all outstanding indebtedness of the Company.

1.2 Effective Time. Upon the terms and subject to the conditions set forth in this Agreement, on such date as the parties hereto may agree upon, the parties hereto shall cause Articles of Merger to be executed and filed with the Secretary of State of the State of Florida (the "Florida Articles of Merger"), and Articles of Merger to be executed and filed with the Secretary of State of the State of Nevada (the "Nevada Articles of Merger"). The Merger shall become effective upon the date and time specified in the Florida Articles of Merger and the Nevada Articles of Merger (the "Effective Time").

## ARTICLE II

### CHARTER AND BYLAWS OF THE SURVIVING CORPORATION

2.1 Articles of Incorporation. The articles of incorporation of Choose Rain in effect at the Effective Time shall, from and after the Effective Time, be the articles of incorporation of the Surviving Corporation, unless and until amended in accordance with the provisions set forth therein or applicable law.

2.2 Bylaws. The bylaws of Choose Rain in effect at the Effective Time shall, from and after the Effective Time, be the bylaws of the Surviving Corporation, unless and until amended in accordance with the provisions set forth therein or applicable law.

## ARTICLE III

### OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION

3.1 Officers. The officers of Choose Rain at the Effective Time shall, from and after the Effective Time, be the officers of Choose Rain, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

3.2 Directors. The directors and the members of the various committees of the board of directors of the Choose Rain (if any) at the Effective Time shall, from and after the Effective Time, be the directors and members of such committees of Choose Rain, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

## ARTICLE IV

### EFFECT OF MERGER ON MEMBERS' INTERESTS

4.1 Effect of Merger on Members' Interests. At the Effective Time, as a result of the Merger and without any action on the part of the Company, Choose Rain or the Members of the Company:

(a) Each unit of membership interest of the Company ("Company Member Interests"), issued and outstanding immediately prior to the Effective Time, shall be exchanged for and converted (without the surrender of certificates therefor or any other action) into 90,000 fully-paid and non-assessable shares of common stock, par value \$0.001 per share, of Choose Rain (the "Common Stock"), with the same rights, powers and privileges as the Common Stock and all Company Member Interests shall be cancelled and retired and shall cease to exist.

(b) Each purchase right or other security of the Company issued and outstanding immediately prior to the Effective Time shall be (i) converted into, and shall be an identical security of, Choose Rain, and (ii) in the case of securities to acquire Company Member Interests, converted into the right to acquire the same number of shares of Common Stock as the number of units of Company Member Interests that were acquirable, and upon identical terms, pursuant to such purchase right or other security.

4.2 Certificates. From and after the Effective Time, all of the outstanding certificates which immediately prior thereto represented units of Company Member Interests or purchase rights or other securities of the Company shall be deemed for all purposes to evidence ownership of, and represent the shares of, Common Stock or purchase rights or other securities of the Surviving Corporation, as the case may be, into which the units of Company Member Interests or purchase rights or other securities of the Company represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agent. The registered owner of any such outstanding Company Member Interests shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividends and other distributions upon, the shares of Common Stock or purchase rights or other securities of the Surviving Corporation, as the case may be, evidenced by such outstanding certificate.

## ARTICLE V

### TERMINATION

5.1 Termination. This Agreement may be terminated, and the Merger may be abandoned, at any time prior to the Effective Time, whether before or after approval of this Agreement by the members of the Company, if the managing member of the Company determines for any reason, in his sole judgment and discretion, that the consummation of the Merger would be inadvisable or not in the best interests of the Company and its members. In the event of the termination of this Agreement, this Agreement shall become null and void and have no effect, without any liability on the part of either the Company or Choose Rain, or any of their respective members and stockholders, directors or officers.

## ARTICLE VI

### MISCELLANEOUS AND GENERAL

6.1 Modification or Amendment. Subject to the provisions of applicable law, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement;

provided, however, that an amendment made subsequent to the approval of this Agreement by the members of the Company shall not (i) alter or change the amount or kind of shares and/or rights to be received in exchange for or on conversion of all or any of the Member Interests, (ii) alter or change any provision of the articles of organization of the Company to be effected by the Merger, or (iii) alter or change any of the terms or conditions of this Agreement if such alteration or change would adversely affect the holders of any Company Member Interests or class or series of capital stock of any of the parties hereto.

6.2 Counterparts. This Agreement may be executed in counterparts, each of which may be executed by only one party, which shall be enforceable against the party actually executing such counterpart, and all of which together shall constitute one instrument.

6.3 Governing Law. This Agreement and any and all disputes arising hereunder or relating to the transactions contemplated hereby shall be governed, including, without limitation, as to validity, interpretation and effect, by the laws of the State of Florida, without regard to principles of conflicts of laws.

6.4 Entire Agreement. This Agreement constitutes the entire agreement and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.

6.5 No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

6.6 Severability. If any provision of this Agreement or the application of any such provision to any party or circumstance shall be determined by any authority of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to such party or circumstances other than those to which it is so determined to be invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be enforced to the fullest extent permitted by law. If any such authority of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the authority making the determination of invalidity or unenforceability shall have the power to modify the scope of the term or provision, to delete specific words or phrases and to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. Without limiting the generality of the foregoing, the parties acknowledge their intention to structure and effectuate the transaction contemplated by this Agreement in accordance with applicable law. If any authority of competent jurisdiction shall determine that the transaction contemplated by this Agreement has not been structured or effectuated in accordance with applicable law, the parties shall modify this Agreement in good faith to structure and effectuate a transaction that is consistent with applicable law and comes closest to achieving the economic results of the transaction contemplated by this Agreement.

6.7 Headings. The headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect the meaning of any provision hereof.



**IN WITNESS WHEREOF**, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

CHOOSE RAIN, LLC,  
a Florida limited liability company

/s/ 

Name: Larry R. Curran  
Title: Chief Executive Officer

CHOOSE RAIN, INC.,  
a Nevada corporation

/s/ 

Name: Larry R. Curran  
Title: President