

P10000006385

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

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WAIT

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MAIL

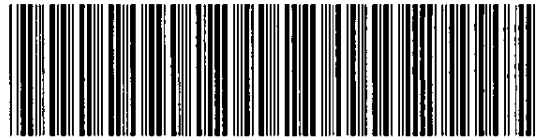
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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EFFECTIVE DATE
1-31-14

merge

RECEIVED

14 JAN 28 PM 4:28

DEPARTMENT OF CORRECTIONS

FILED

2014 JAN 29 PM 12:50

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1022

1/29/14

DEPARTMENT OF STATE
ACCOUNT FILING COVER SHEET

Account Number FCA000000017

Date:

1-29-14

Requestor Name: Carlton Fields

Address:

Post Office Drawer 190
Tallahassee, Florida 32302

Telephone:

(850) 513-3619 - direct
(850) 224-1585

Contact Name:

Kim Pullen, CP, FRP

Corporation Name:

Merger:

Red Mountain Resources, Inc. (FL)

into Red Mountain Resources, Inc. (TX)

Email Address:

Entity Number:

P10000006385

Authorization:

Kim Pullen

1-29-14

merger

X

Certified Copy

New Filings

Fictitious Name

~~FF~~

Plain Stamped Copy

X

Amendments

Certificate of Status

Annual Report

Registration

(X) Call When Ready

(X) Call if Problem

() After 4:30

(X) Walk In

() Will Wait

(X) Pick Up

CF Internal Use Only

Client 05264 Matter: 05321

File
2nd

EFFECTIVE DATE

1-31-14

FILED

2014 JAN 29 PM 12:50

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
of
RED MOUNTAIN RESOURCES, INC.
a Florida Corporation
with and into
RED MOUNTAIN RESOURCES, INC.
a Texas Corporation

Pursuant to Section 607.1105
of the Florida Business Corporation Act

The following Articles of Merger are being submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105 of the Florida Business Corporation Act (as amended, the "**FBCA**").

ARTICLE I

State of Incorporation; Name of Surviving Corporation

The name and state of incorporation of each of the constituent corporations of the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
Red Mountain Resources, Inc. (" RMR Texas ")	Texas
Red Mountain Resources, Inc. (" RMR Florida ")	Florida

RMR Texas, a Texas corporation, shall be the surviving corporation. At the Effective Time (as defined herein), the name of the surviving corporation shall be:

Red Mountain Resources, Inc.

ARTICLE II

Plan of Merger

The Agreement and Plan of Merger (the "**Plan of Merger**") is attached as Exhibit A hereto.

ARTICLE III

Effective Time

The Plan of Merger shall become effective on January 31, 2014 (the "*Effective Date*").

ARTICLE IV
Approval of the Plan of Merger

Pursuant to the provisions of Section 6.201 of the Texas Business Organizations Code, effective January 23, 2014, the Board of Directors of RMR Texas duly approved and adopted the Plan of Merger through an action taken by unanimous written consent, subject to approval by the sole stockholder of RMR Texas. The Plan of Merger was duly adopted and approved by the sole stockholder of RMR Texas, the surviving corporation, on January 23, 2014 pursuant to an action taken by written consent in accordance with Section 6.201 of the Texas Business Organizations Code.

Pursuant to the provisions of Section 607.0821 of the FBCA, effective October 23, 2013, the Board of Directors of RMR Florida duly approved and adopted the Plan of Merger through an action taken by unanimous written consent, subject to approval by the stockholders of RMR Florida. The Plan of Merger was duly adopted and approved by the stockholders of RMR Florida, the merging corporation, at the duly called annual meeting of stockholders of RMR Florida held on December 20, 2013.

[Signature Page to Follow.]

SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of Officer

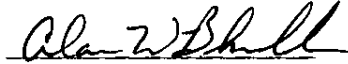
Printed Name and Title

Red Mountain Resources, Inc.,
a Texas corporation



Alan W. Barksdale, President
and Chief Executive Officer

Red Mountain Resources, Inc.,
a Florida corporation



Alan W. Barksdale, President
and Chief Executive Officer

EXHIBIT A

PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

BETWEEN

RED MOUNTAIN RESOURCES, INC.,
A FLORIDA CORPORATION

AND

RED MOUNTAIN RESOURCES, INC.,
A TEXAS CORPORATION

This AGREEMENT AND PLAN OF MERGER (the "*Agreement*"), dated as of January 29, 2014 is made by and between Red Mountain Resources, Inc., a Florida corporation (the "*Company*"), and Red Mountain Resources, Inc., a Texas corporation and a wholly owned subsidiary of the Company ("*Newco*").

In consideration of the premises and the mutual agreements and covenants herein contained and in accordance with the applicable provisions of the Texas Business Organizations Code (the "*TBOC*") and the Florida Business Corporation Act (the "*FBCA*"), the parties hereto have agreed and covenanted, and do hereby agree and covenant as follows:

ARTICLE I

TERMS AND CONDITIONS OF MERGER; EFFECTIVE TIME

1.1. *Terms and Conditions of Merger.* Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, the Company shall be merged with and into Newco whereupon the separate existence of the Company shall cease (the "*Reincorporation Merger*"). Newco shall be the surviving corporation (sometimes hereinafter referred to as the "*Surviving Corporation*") in the Reincorporation Merger and shall continue to be governed by the laws of the State of Texas. The Reincorporation Merger shall have the effects specified in the TBOC and in the FBCA 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.* The date and hour on which the Reincorporation Merger occurs and becomes effective is hereinafter referred to as the "*Effective Time*." The Reincorporation Merger shall be effective upon the filing of the Certificate of Merger of Newco with the Secretary of State of the State of Texas pursuant to Chapter 10 of the TBOC following the filing of the Articles of Merger of the Surviving Corporation with the Department of State of the State of Florida pursuant to Section 607.1109 of the FBCA, which shall take place as soon as practicable following the approval and/or adoption, as applicable, of this Agreement by the stockholder and directors of Newco and the requisite stockholders and the directors of the Company and compliance with Section 14(a) of the Securities Exchange Act of 1934, as amended.

ARTICLE II

CHARTER AND BYLAWS OF THE SURVIVING CORPORATION

2.1. *The Certificate of Formation.* The certificate of formation of Newco in effect at the Effective Time shall be the certificate of formation of the Surviving Corporation, until amended in accordance with the provisions provided therein or applicable law.

2.2. *The Bylaws.* The bylaws of Newco in effect at the Effective Time shall be the bylaws of the Surviving Corporation, until amended in accordance with the provisions provided therein or applicable law.

ARTICLE III
OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION

3.1. *Officers.* The officers of the Company immediately prior to the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

3.2. *Directors.* The directors of the Company immediately prior to the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

ARTICLE IV
STOCK AND STOCK CERTIFICATES

4.1. *Effect of Reincorporation Merger on Stock.* At the Effective Time, as a result of the Reincorporation Merger and without any action on the part of the Company, Newco or the stockholders of the Company:

(a) Each share of common stock of the Company (the "*Company Common Stock*") outstanding or held in the treasury of the Company immediately prior to the Effective Time shall be automatically converted (without the surrender of stock certificates or any other action) into one fully paid and non-assessable share of common stock of Newco (the "*Newco Common Stock*"). and all Company Common Stock shall be automatically cancelled and retired and shall cease to exist.

(b) Each warrant of the Company issued and outstanding immediately prior to the Effective Time shall be automatically (i) converted into an identical security of Newco (including, without limitation, the same exercise price, vesting conditions and expiration date) and (ii) immediately following the Effective Time, shall represent the right to acquire the number of shares of Newco Common Stock that is equal to the number of shares of Company Common Stock acquirable upon the exercise of such warrant immediately prior to the Effective Time. The same number of shares of Newco Common Stock shall be reserved for purposes of the exercise of such warrants as is equal to the number of shares of the common stock of the Company so reserved immediately prior to the Effective Time.

(c) Each share of Newco Common Stock owned by the Company shall no longer be outstanding and shall be cancelled and retired and shall cease to exist.

(d) Each share of preferred stock of the Company (the "*Company Preferred Stock*") outstanding or held in the treasury of the Company immediately prior to the Effective Time shall be automatically converted (without the surrender of stock certificates or any other action) into one fully paid and non-assessable share of preferred stock of Newco (the "*Newco Preferred Stock*"). and all Company Preferred Stock shall be automatically cancelled and retired and shall cease to exist.

4.2. *Certificates.* At and after the Effective Time, all of the outstanding certificates which immediately prior thereto represented shares of Company Common Stock, Company Preferred Stock, warrants, or other securities of the Company shall be deemed for all purposes to evidence ownership of and to represent the respective Newco Common Stock, Newco Preferred Stock, warrants, or other securities, as the case may be, into which the shares of Company Common Stock, Company Preferred Stock, warrants 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 certificate 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 Newco Common Stock, Newco Preferred Stock, warrants, or other securities of Newco, as the case may be, evidenced by such outstanding certificate, as above provided.

ARTICLE V CONDITIONS

5.1. *Stockholder Approval of Reincorporation Merger.* The respective obligations of each party hereto to effect the Reincorporation Merger are subject to the receipt by the Company of approval of the requisite holders of its shares required to approve this Agreement and the transactions contemplated hereby pursuant to Section 607.1104 of the FBCA.

ARTICLE VI TERMINATION

6.1. *Termination.* This Agreement may be terminated, and the Reincorporation Merger may be abandoned, at any time prior to the Effective Time, whether before or after approval of this Agreement by the stockholders of the Company, if the Board of Directors of the Company determines for any reason, in its sole judgment and discretion, that the consummation of the Reincorporation Merger would be inadvisable or not in the best interests of the Company and its stockholders. In the event of the termination and abandonment 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 Newco, or any of their respective stockholders, directors or officers.

ARTICLE VII MISCELLANEOUS AND GENERAL

7.1. *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 requisite stockholders of the Company shall not (i) alter or change the amount or kind of shares to be received in exchange for or on conversion of all or any of the shares of Company Common Stock or (ii) alter or change any of the terms or conditions of this Agreement if such alteration or change would materially and adversely affect the Company or the holders of Company Common Stock.

7.2. *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.

7.3. *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 Texas, without regard to the conflict of law principles thereof.

7.4. *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.

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

7.6. *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 any circumstance, is determined by any court or other authority of competent jurisdiction to be 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.

7.7. *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 any of the provisions 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.

RED MOUNTAIN RESOURCES, INC.,
A FLORIDA CORPORATION

By: Alan W. Barksdale
Name: Alan W. Barksdale
Title: President and Chief Executive Officer

RED MOUNTAIN RESOURCES, INC.,
A TEXAS CORPORATION

By: Alan W. Barksdale
Name: Alan W. Barksdale
Title: President and Chief Executive Officer