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MERGER OR SHARE EXCHANGE
Rainbow Coral Corp.

Certificate of Status	0
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Page Count	08
Estimated Charge	\$78.75

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merge
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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Rainbow Coral Corp.
Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Jennifer Abney

Contact Person

Sonfield & Sonfield

Firm/Company

2500 Wilcrest Dr, Ste 300

Address

Houston, TX 77042

City/State and Zip Code

jennifer@sonfield.com

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

For further information concerning this matter, please call:

Jennifer Abney

Name of Contact Person

At (713)

8778333

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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ARTICLES OF MERGER

(Profit Corporations)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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)
Rainbow Coral Corp.	Nevada	E0594992014-4

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Rainbow Coral Corp.	Florida	P10000066914
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.)

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 _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on
12/3/2014 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 4/6/2015.

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)

Seventh: SIGNATURES FOREACH CORPORATIONName of CorporationSignature of an Officer or
DirectorTyped or Printed Name of Individual & TitleRainbow Coral Corp.Kimberly Palmer, PresidentRainbow Coral Corp.Kimberly Palmer, President

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>Rainbow Coral Corp.</u>	<u>Nevada</u>

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>Rainbow Coral Corp.</u>	<u>Florida</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Third: The terms and conditions of the merger are as follows:

Please see attached: "Plan and Agreement of Merger of Rainbow Coral Corp. (a Florida Corporation) and Rainbow Coral Corp. (a Nevada Corporation)."

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

PLAN AND AGREEMENT OF MERGER

OF

RAINBOW CORAL CORP.

(a Florida Corporation)

AND

RAINBOW CORAL CORP.

(a Nevada Corporation)

PLAN AND AGREEMENT OF MERGER by and between RAINBOW CORAL CORP., a Florida corporation ("Rainbow Coral Florida"), and RAINBOW CORAL CORP., a Nevada corporation ("Rainbow Coral Nevada").

WHEREAS, Rainbow Coral Florida is a business corporation of the State of Florida with its registered office therein located at 495 Grand Boulevard, Suite 206, Miramar Beach, Florida 32550; and

WHEREAS, the total number of shares of stock which Rainbow Coral Florida has authority to issue is 250,000,000 shares of common stock, \$.0001 par value per share; and

WHEREAS, Rainbow Coral Nevada is a business corporation of the State of Nevada with its registered office therein located at 613 Saddle River Court, Henderson, Nevada 89015; and

WHEREAS, the total number of shares of stock which Rainbow Coral Nevada has authority to issue is 500,000,000, of which 480,000,000 are common stock, \$.001 par value per share, and 20,000,000 are preferred stock, \$.001 par value per share; and

WHEREAS, the Florida Business Corporations Act permits a merger of a business corporation of the State of Florida with and into a business corporation of another jurisdiction; and

WHEREAS, the Revised Statutes of the State of Nevada permits the merger of a business corporation of another jurisdiction with and into a business corporation of the State of Nevada; and

WHEREAS, Rainbow Coral Florida and Rainbow Coral Nevada and the respective Boards of Directors thereof declare it advisable and to the advantage, welfare, and best interests of said corporations and their respective stockholders to merge Rainbow Coral Florida with and into Rainbow Coral Nevada pursuant to the provisions of the Florida General Corporation Law and pursuant to the provisions of the Revised Statutes of the State of Nevada upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto hereby determine and agree as follows.

**ARTICLE I
MERGER**

1.1. **CONSTITUENT CORPORATIONS.** The name, address and jurisdiction of organization of each of the constituent corporations are set forth in the recitals above.

1.2. **SURVIVING CORPORATION.** Rainbow Coral Nevada shall be the surviving corporation. The principal place of business, Articles of Incorporation, bylaws, officers and directors of Rainbow Coral Nevada shall survive the merger without amendment or revision and be the principal place of business, Articles of Incorporation, bylaws, officers and directors of the surviving corporation.

1.3. **MERGER.** On the Effective Date (as hereinafter set forth) and subject to the terms and conditions of this Agreement, the applicable provisions of the Florida Business Corporations Act ("Florida Law"), and the applicable provisions of Title 7, Chapter 78 of the Nevada Revised Statutes ("Nevada Law"),

Rainbow Coral Florida is merged with and into Rainbow Coral Nevada. The separate existence of Rainbow Coral Florida shall cease on and after the Effective Date.

ARTICLE II EXCHANGE AND CONVERSION OF SHARES

2.1. **CONVERSION OF CAPITAL STOCK.** On the Effective Date, each 100 issued and outstanding share of the common stock, \$.0001 par value per share, of Rainbow Coral Florida shall be converted into the right to receive one fully paid and non-assessable share of the common stock, \$.001 par value per share, of Rainbow Coral Nevada.

2.2. **FRACTIONAL SHARES.** No fractional shares or script representing fractional shares shall be issued by Rainbow Coral Nevada as a result of the merger and no shareholder will own less than five shares. Each fractional share that would otherwise result from the merger shall be cancelled and returned to the authorized and unissued capital stock of Rainbow Coral Nevada and one full share of Rainbow Coral Nevada common stock, \$.001 par value per share, shall be issued in its place. The necessary number of whole shares will be issued such that no shareholder will own less than five shares.

2.3. **NO MANDATORY EXCHANGE.** Notwithstanding the provisions of NRS 78.250, any certificate representing shares of the common stock, \$.0001 par value per share of Rainbow Coral Florida shall be surrendered to Rainbow Coral Nevada for cancellation and exchanged for certificates representing shares of Rainbow Coral Nevada common stock, \$.001 par value per share. However, any stock represented by certificates that have not been so surrendered and exchanged shall be entitled to notice of and vote on any matters on which the shareholders of Rainbow Coral Nevada are entitled to vote and shall be entitled to receive any distributions on Rainbow Coral Nevada capital stock.

2.4. **CANCELLATION OF EXISTING SHARES.** On the Effective date, each share of the common stock, \$.001 par value per share, of Rainbow Coral Nevada outstanding immediately prior to the merger shall be cancelled and returned to the authorized and unissued capital stock of Rainbow Coral Nevada.

ARTICLE III ADDITIONAL COVENANTS AND AGREEMENTS

3.1. **SUBMISSION TO SERVICE IN FLORIDA.** Rainbow Coral Nevada agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of Rainbow Coral Nevada arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 607.1321 of the Florida Business Corporations Act, and irrevocably appoints the Secretary of State of Florida as its agent to accept services of process in any such suit or proceeding.

3.2. **COOPERATION.** This Agreement has been approved and adopted by the stockholders of Rainbow Coral Florida in accordance with Florida Law. Therefore, the parties hereto agree that they will cause to be executed and filed and recorded any document or documents prescribed by Florida Law or Nevada Law, and that they will cause to be performed all necessary acts within the State of Florida and the State of Nevada and elsewhere to effectuate the merger herein provided for.

3.3. **ADDITIONAL ASSURANCES.** Rainbow Coral Florida hereby appoints the officers and directors, each acting alone, as its true and lawful attorneys in fact to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for.

ARTICLE IV EFFECTIVE DATE

4.1. EFFECTIVE DATE. The effective date in the State of Florida and the State of Nevada, shall be on the date of the last to occur:

- the first day after the duly recorded affirmative stockholder votes that authorized the merger in accordance with applicable law;
- the first day after the 20th day after the date of mailing a Proxy Statement in compliance with the provisions of Section 14A of the Securities Exchange Act of 1934;
- the filing and acceptance of articles of merger with the Secretary of State of Florida in accordance with Florida Law or at such later time as is agreed to by the parties hereto and specified in the certificate of merger; or
- the filing and acceptance of articles of merger with the Secretary of State of Nevada in accordance with Nevada Law or at such later time as is agreed to by the parties hereto and specified in the certificate of merger.

4.2. TERMINATION. Notwithstanding the full approval and adoption of this Agreement, the said Agreement may be terminated by either party at any time prior to the Effective Date.

4.3. AMENDMENT. Notwithstanding the full approval and adoption of this Agreement, this Agreement may be amended at any time and from time to time prior to the Effective Date except that, without the approval of the stockholders of Rainbow Coral Florida and the stockholders of Rainbow Coral Nevada, no such amendment may (a) change the rate of exchange for any shares of Rainbow Coral Florida or the types or amounts of consideration that will be distributed to the holders of the shares of stock of Rainbow Coral Florida; (b) change any term of the Articles of Incorporation of Rainbow Coral Nevada; or (c) adversely affect any of the rights of the stockholders of Rainbow Coral Florida or Rainbow Coral Nevada.

ARTICLE V MISCELLANEOUS


5.1. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which may have different signatures and be signed at different times. When all parties have signed at least one counterpart, each counterpart shall be deemed complete and shall constitute the same instrument.

5.2. ENTIRE AGREEMENT. This Agreement is intended by the parties to be the final expression of their agreement with respect to the matter set forth herein and is intended to contain all of the terms of such agreement without the need to refer to other documents. There are no other understandings, written or oral, among the parties with respect to the matter set forth herein.


5.3. AMENDMENT. This Agreement may not be amended except by a written instrument signed by the parties hereto.

IN WITNESS WHEREOF, this Agreement is hereby executed upon behalf of each of the parties thereto this 3rd day of December, 2014.

RAINBOW CORAL CORP.
A Florida corporation

By: 
Kimberly Palmer
President and CEO

RAINBOW CORAL CORP.
A Nevada corporation

By: 
Kimberly Palmer
President and CEO