

Division of Corporations

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P1000068420

Florida Department of State
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**MERGER OR SHARE EXCHANGE
WATCH FACTS, INC**

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$70.00

C. LEWIS

SEP 23 2013

EXAMINER

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
WatchFacts, Inc.	Delaware	

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Watch Facts Inc</u>	<u>Florida</u>	<u>P10000068420</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

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

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 _____

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 September 23, 2013.

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)

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Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

WatchFacts, Inc.

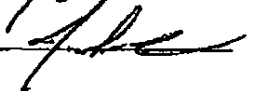
(X)



John Cormier, CEO

Watch Facts Inc

(X)



John Cormier, CEO

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TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of September 23, 2013 by and between Watch Facts Inc, a Florida Corporation ("Florida Corp."), and WatchFacts, Inc., a Delaware corporation ("Delaware Corp." and, together with Florida Corp., the "Constituent Companies").

WITNESSETH:

WHEREAS, Delaware Corp. desires to acquire Florida Corp. through the merger (the "Merger") of Florida Corp. into Delaware Corp., on the terms and subject to the conditions set forth herein;

WHEREAS, the respective Boards of Directors of the Constituent Companies deem the Merger advisable and in the best interests of each such entity and their respective stockholders, and they have accordingly adopted resolutions approving this Agreement, and directing the submission of this Agreement to the stockholders of the Constituent Companies; and

WHEREAS, pursuant to the Merger, Florida Corp. will, subject to the terms and conditions set forth herein, merge with and into Delaware Corp. so that Delaware Corp. will be the surviving entity. Upon the Effective Time (as defined below) of the Merger, each outstanding share of Common Stock of Florida Corp. (each a "Florida Share") will be converted into the right to receive one thousand (1,000) shares of Common Stock (as defined below) of Delaware Corp., as provided in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. Effective Time. As used in this Agreement, the term "Effective Time" shall mean the date of filing of the certificate of merger of the Surviving Corporation (as hereinafter defined) with the Secretary of State of the State of Delaware, and the articles of merger of Florida Corp. with the Secretary of State of the State of Florida. The Merger shall be subject to the receipt of all necessary approvals and the requirements of all applicable law, including without limitation, the Delaware General Corporation Law (the "DGCL") and the Florida Business Corporation Act (the "FBCA").

2. Effect of the Merger.

(a) At the Effective Time, and pursuant to the provisions of the DGCL and the FBCA, Florida Corp. shall be merged with and into Delaware Corp. Delaware Corp., as the surviving corporation in the Merger (hereinafter sometimes referred to as the "Surviving Corporation"), shall (i) continue its corporate existence under the laws of the State of Delaware, (ii) retain its name, and (iii) succeed to all rights, assets, liabilities and obligations of Florida Corp. in accordance with the DGCL and the FBCA. In addition, the Certificate of Incorporation and Bylaws of Delaware Corp. shall be the Certificate of Incorporation and Bylaws of the Surviving Corporation.

(b) At the Effective Time, each Florida Share issued and outstanding immediately prior to the Effective Time shall, by reason of the Merger and without any further action by Florida Corp., be converted into one thousand (1,000) validly issued, fully paid and nonassessable share of Common Stock of the Surviving Corporation.

3. Rights and Duties of the Surviving Corporation. At the Effective Time of the Merger, the Surviving Corporation shall thereupon and thereafter assume all the rights, privileges, liabilities and obligations for any stock subscriptions, option agreements, warrant agreements, debt agreements and all agreements which are contemplated by the transactions hereby and as set forth in this Agreement.

4. Directors and Officers of the Surviving Corporation.

(a) Subject to applicable law, the Surviving Corporation shall initially have three (3) directors, who shall be John Cormier, Douglas Geertz and Joe Nelson.

(b) Subject to applicable law, the officers of Florida Corp. immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation and shall hold office until their respective successors shall be duly elected or appointed and qualified.

5. Representations and Warranties of Florida Corp.

(a) Florida Corp. is duly incorporated, validly existing and in good standing under the laws of the State of Florida, and has all requisite corporate power and authority to own and operate its business and assets and to perform the actions contemplated hereby.

(b) The execution, delivery and performance of this Agreement by Florida Corp. has been duly authorized and this Agreement is a valid and legally binding obligation of Florida Corp., enforceable against Florida Corp. in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium and other similar laws of general application (including general equitable principles) relating to or affecting the enforcement of creditors' rights generally

(c) The execution, delivery and performance by Florida Corp. of this Agreement and the transactions contemplated hereby do not contravene, violate or conflict with any provisions of any law or any order, writ, injunction, decree, rule or regulation of any court, administrative agency or any other governmental authority applicable to Florida Corp. and do not conflict with and are not inconsistent with, and will not result (with or without the giving of notice or the passage of time or both) in a breach of, or constitute a default or require any consent not heretofore obtained or required or permitted hereby to be obtained under, the terms of any credit agreement, lease, guarantee, document, agreement, or instrument to which Florida Corp. is a party, by which Florida Corp. is or may be bound, or to which Florida Corp. may be subject, and will not be in violation of, or beyond the authority conferred by, the operating agreement of Florida Corp., except, in each case, where such event would not have a material adverse effect on the consummation of the transactions contemplated hereby.

(d) As of the date of this Agreement, the outstanding equity interests of Florida Corp. consist solely of 10,000 Florida Shares.

6. Representations and Warranties of Delaware Corp.

(a) Delaware Corp. is duly incorporated, validly existing and in good standing under the laws of the State of Delaware, and has all requisite corporate power and authority to own and operate its business and assets and to perform the actions contemplated hereby.

(b) The execution, delivery and performance of this Agreement by Delaware Corp. has been duly authorized and this Agreement is a valid and legally binding obligation of Delaware Corp., enforceable against Delaware Corp. in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium and other similar laws of general application (including general equitable principles) relating to or affecting the enforcement of creditors' rights generally.

(c) The execution, delivery and performance by Delaware Corp. of this Agreement and the transactions contemplated hereby do not contravene, violate or conflict with any provisions of any law or any order, writ, injunction, decree, rule or regulation of any court, administrative agency or any other governmental authority applicable to Delaware Corp. and do not conflict with and are not inconsistent with, and will not result (with or without the giving of notice or the passage of time or both) in a breach of or constitute a default or require any consent not heretofore obtained or required or permitted hereby to be obtained under, the terms of any credit agreement, lease, guarantee, document, agreement, or instrument to which Delaware Corp. is a party, by which Delaware Corp. is or may be bound, or to which Delaware Corp. may be subject, and will not be in violation of, or beyond the authority conferred by, the Certificate of Incorporation or Bylaws of Delaware Corp., except, in each case, where such event would not have a material adverse effect on the consummation of the transactions contemplated hereby.

(d) As of the date of this Agreement, Delaware Corp. has not issued any shares of capital stock. Upon issuance against the exchange of the Florida Shares, the Common Stock issued thereby will be duly authorized, validly issued and fully paid and nonassessable.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

8. Governing Law; Assignment; Binding Effect. This Agreement shall be governed by the laws of the State of Delaware, without giving effect to the conflict of law provisions thereof. This Agreement may not be assigned by any party without the prior written consent of the other party hereto. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their permitted successors and assigns.

9. Expenses. The Surviving Corporation will pay all costs and expenses relating to the transactions contemplated by this Agreement, including fees and disbursements of counsel,

accountants and financial advisors, whether or not the transactions contemplated hereunder are consummated.

10. Entire Agreement; Headings. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and may not be modified or waived except in writing. The headings are for convenience only and shall not bear upon the construction of this Agreement.

11. No Waivers. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law. Any provision of this Agreement may be waived if, but only if, such waiver is in writing and is signed by the party against whom the enforcement of such waiver is sought.

12. Further Assurances. The parties hereto agree to use reasonable efforts as required for the consummation of the transactions contemplated by this Agreement in accordance with the terms hereof.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and
year first written above.

WATCHFACTS, INC.

By: [Signature]
Name: John Cornile
Title: CEO

WATCHFACTS INC

By: [Signature]
Name: John Cornile
Title: CEO