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Division of Corporations

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Florida Department of State
Division of Corporations
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**MERGER OR SHARE EXCHANGE
RIROMO II, INC.**

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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)
RIROMO II, INC.	FLORIDA	P14000042980

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
MORORI, CORP.	BRITISH VIRGIN ISLANDS	

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

The Plan of Merger was adopted by the board of directors of the surviving corporation on 9/30/19 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

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on 9/30/19 and shareholder approval was not required.

(Attach additional sheets if necessary)

PLAN OF MERGER
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

Name

RIROMO II, INC.

Jurisdiction

FLORIDA

The name and jurisdiction of each subsidiary corporation:

Name

MORORI, CORP.

Jurisdiction

BRITISH VIRGIN ISLANDS

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent 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, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

SEE ATTACHED PLAN OF MERGER.

(Attach additional sheets if necessary)

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:
SEE ATTACHED PLAN OF MERGER.

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:
SEE ATTACHED PLAN OF MERGER.

Parent-Subsidiary
Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER**Between:**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), effective as of September 30, 2019, by and between **MORORI, CORP.**, a British Virgin Islands Company (the "Target" or "Parent Company"), and **RIROMO II, INC.**, a Florida corporation (the "Surviving Company" or the "Subsidiary").

WITNESSETH:

WHEREAS, the Board of Directors of Parent Company deems it advisable and in the best interests of Parent and its stockholders that Parent Company be merged with, and consolidated into, Subsidiary, under s. 607.1109, 617.0302 or 605.1025, Florida Statutes, and under Treas. Reg. §1.368-2(h)(ii)(A), Example 12, and IRS PLR 201214013, as a "Downstream Merger", not as a "liquidation" within the meaning of *Commissioner v. Estate of Webster*, 131 F.2d 426 (5th Cir. 1942); *Commissioner v. Estate of Gilmore*, 130 F.2d 791 (3d Cir. 1942), *acq.*, 1946-2 C.B. 2; *Edwards Motor Transit Co. v. Commissioner*, T.C. Memo 1964-317; Rev. Rul. 70-223, 1970-1 C.B. 79, and as a "statutory inbound Type "A" merger, pursuant to Section 897(e)(2), and Temp. Treas. Reg. section 1.897-6T(a)(1), for FIRPTA purposes.

WHEREAS, the Board of Directors of Subsidiary deems it advisable and in the best interests of Subsidiary and its stockholders that Subsidiary be the Surviving Entity pursuant to the terms and conditions hereinafter set forth;

WHEREAS, immediately prior to the Effective Time (as hereinafter defined), Target shall have an authorized capitalization consisting of 50,000 shares of Common Stock, no par value (the "**Common Stock**"), of which 50,000 of Target shares shall be issued and outstanding;

WHEREAS, immediately prior to the Effective Time (as hereinafter defined), Subsidiary shall have an authorized capitalization consisting Common Stock, par value \$0 per share (the "**Common Stock**"), of which 100 shares shall be issued and outstanding.

WHEREAS, the Board of Directors of Subsidiary and the Board of Directors of Parent have approved this Agreement and directed that this Agreement be submitted to their respective stockholders;

NOW THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained and in accordance with the applicable provisions of the Florida Statute, and pursuant to the provisions of Sections 169 to 173 of the British Virgin Islands Company Act, as amended, the parties hereto have agreed and covenanted, and do hereby agree and covenant, as follows:

1. **Terms and Conditions of Merger.** At the Effective time (as hereinafter defined), Parent shall be merged with and into Subsidiary pursuant to the provisions of s. 607.1109, 617.0302 or 605.1025, Florida Statutes, and Sections 169 to 173 of the British Virgin Islands Company Act (the "Merger"), and Subsidiary shall be the surviving corporation (the "Surviving Corporation").

The date and hour on which the Merger occurs and becomes effective is hereinafter referred to as the "Effective Time". The Merger shall occur and be effective on the hour and on the date that this duly executed and acknowledged Agreement, or a Certificate of Merger with respect thereto, has been filed with each of the Secretary of State of the State of Florida as provided in Florida law, and the Registrar of Corporate Affairs of the British Virgin Islands, as provided in the British Virgin Islands Company Act, each of which shall take place as soon as practicable following the approval of this Agreement by the directors of the Parent and Subsidiary Corporations.

2. **Name, Charter, Bylaws, Directors and Officers.** From and after the Effective Time:

2.1 The name of the Surviving Corporation shall be: **RIROMO II, INC., a Florida corporation.**

2.2 The current Memorandum and Articles of Association of Parent shall be the Certificate of Incorporation or Articles of Organization of the Surviving Corporation.

2.3 The current Bylaws or Operating Agreement of Subsidiary shall be the Bylaws of the Surviving Corporation.

2.4 The directors and officers of Subsidiary at the Effective Time shall be unchanged and remain the directors and officers, respectively, of the Subsidiary Corporation from and after the Effective Time until the expiration of their current terms and until their successors are elected and qualify, or prior resignation, removal or death, subject to the Certificate of Incorporation or Articles of Organization and/or Bylaws of the Surviving Corporation.

3. **Succession.** On the Effective Date, Subsidiary shall succeed to Parent in the manner and as more fully set forth in s. 607.1109, 617.0302 or 605.1025, Florida Statutes, and Sections 169 to 173 of the British Virgin Islands Company Act.

4. **Further Assurances.** From time to time, when and as required by Subsidiary or its successors and assign, there shall be executed and delivered on behalf of Parent such deeds and other instruments, and there shall be taken or caused to be taken by or on behalf of Parent such further and other action, as shall be appropriate or necessary to vest, perfect or confirm, of record or otherwise in Subsidiary, the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Parent, and otherwise to carry out the purposes of this Agreement, and the officers and the directors of Subsidiary are fully authorized by and on behalf of Parent to take any and all such action to execute and deliver any and all such deeds and other instruments.

5. Stock and Stock Certificates. At the Effective Time:

5.1 All of the issued and outstanding shares of Common Stock of Subsidiary held by Parent immediately prior to the Merger, shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled, and exchanged as set forth in 5.2 below.

5.2 All of the shares of Common Stock of Parent held by any stockholder immediately prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted, share for share, into shares of Common Stock, par value \$0 per share, of Subsidiary ("**Subsidiary Common Stock**").

5.3 All of the options and warrants to acquire shares of Common Stock of Parent held by any person other than Subsidiary shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted, share for share, into options and warrants, respectively.

From and after the Effective Time, all of the outstanding certificates which immediately prior to the Effective Time represented shares of Common Stock of Parent shall be deemed for all purposes to evidence ownership of, and to represent, shares of Common Stock, par value \$0 per share, of the Surviving Corporation into which the shares of Parent Common Stock formerly represented by such certificates have been converted as herein provided. The registered owner on the books and records of Parent or its transfer agent of any such outstanding stock certificates shall, until such certificates shall have been surrendered for transfer or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be able to exercise any voting and other rights with respect to and receive any dividend or other distributions upon the Common Stock, par value \$0 per share of the Surviving Corporation evidenced by such outstanding certificates as provided.

6. Amendment and Termination. Subject to applicable law, this Agreement may be amended by written agreement of the parties hereto at any time prior to the Effective Time. Subject to applicable law, this Agreement may be terminated by the Board of Directors of Parent or Subsidiary at any time prior to the Effective Time.

7. Miscellaneous. For the convenience of the parties and to facilitate any filing and recording of this Agreement, any number of counterparts hereof may be executed each of which shall be deemed to be an original of this Agreement but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties of this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Board of Directors and/or Managers have caused this Agreement to be executed by the President and/or Manager as of the day and year first above written.

PARENT/TARGET COMPANY:

MORORI, CORP., a British Virgin Islands
Company

By: _____
Its: Director

SUBSIDIARY/SURVIVING COMPANY:

RIROMO II, INC., a Florida corporation

By: _____
Its: President