

P140000091017

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EFFECTIVE DATE

4-30-16

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APR 14 2016
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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Runaway Transit, Inc.

Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Joshua M. Simpkins

Contact Person

Cook, Sladoje & Wittenberg Co., LPA

Firm/Company

250 East Broad Street, Suite 1725

Address

Columbus, Ohio 43215

City/State and Zip Code

simpletransportinc@gmail.com

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

For further information concerning this matter, please call:

Joshua M. Simpkins

Name of Contact Person

At (614) 230.0670

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

EFFECTIVE DATE
4.30.16

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)
Runaway Transit, Inc.	Florida	P14000091017

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
C T Inc	Ohio	N/A

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 04 / 30 / 2016 (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 March 31, 2016.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ 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 March 31, 2016.

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 FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

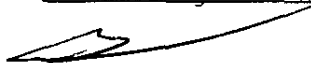
Typed or Printed Name of Individual & Title

Runaway Transit, Inc.



Chad Turner, President

CT Inc



Chad Turner, 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:

Name

Jurisdiction

Runaway Transit, Inc.

Florida

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

Name

Jurisdiction

C T Inc

Ohio

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

See attached Agreement and Plan of Merger.

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)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is entered into on this 31st day of March, 2016, by and among CT, INC, an Ohio corporation ("CT") and RUNAWAY TRANSIT, INC., a Florida corporation ("RUNAWAY").

Recitals

A. The Boards of Directors of CT and RUNAWAY have approved the merger of CT into RUNAWAY (the "Merger"), pursuant to this Agreement and Plan of Merger (the "Merger Agreement") in accordance with the provisions of the Ohio Revised Code.

B. For federal income tax purposes it is intended that the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I THE MERGER

1.1 The Merger. At the Effective Time (as defined in Section 1.2) and subject to the terms and conditions of this Agreement, CT shall be merged into RUNAWAY and the separate existence of CT shall thereupon cease. As such CT will be the disappearing corporation (the "Disappearing Corporation"). RUNAWAY will be the surviving corporation (the "Surviving Corporation") and will continue in existence under the laws of the State of Florida.

1.2 Effective Time. Provided that this Agreement has not been terminated or abandoned, the parties will cause a duly executed Certificate of Merger to be filed with the office of the Secretary of State of Ohio, as required by Section 1701.81 of the Ohio Revised Code and the Florida Department of State Division of Corporations as required by Section 607.1105 of the Florida Statutes, and the Merger will become on April 30, 2016 (the "Effective Time").

ARTICLE II
CONVERSION OF SHARES

2.1 Conversion of Shares in the Merger. The method of converting the shares of the Disappearing Corporation into shares of the Surviving Corporation shall be as follows:

- (a) Each share of common stock of RUNAWAY, issued and outstanding on the effective date of the merger shall continue to be one (1) share of common voting stock of no par value of the Surviving Corporation, and
- (b) All issued and outstanding shares of common stock of CT shall forthwith be surrendered to the Surviving Corporation for cancellation, and no shares of the Surviving Corporation shall be issued or issuable in respect thereof.

2.2 Closing. The closing (the "Closing") of the transaction contemplated by this Agreement shall take place at such time, date, place as the parties hereto shall agree (the "Closing Date").

ARTICLE III
THE SURVIVING CORPORATION

3.1 Articles of Incorporation; Code of Regulations. The Articles of Incorporation of RUNAWAY as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation after the Effective Time.

3.2 Board of Directors. Effective as of the Effective Time, the Board of Directors of RUNAWAY shall consist of the following members:

Chad Turner

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

4.1 General Statement. The parties make the representations and warranties to each other which are set forth in this Article IV. The survival of all such representations and warranties shall be in accordance with Section 8.1 hereof.

4.2 Representations and Warranties of RUNAWAY. RUNAWAY represents and warrants to CT, as of the date hereof and at the Effective Time, as follows:

4.2.1 Corporate Status.

- (a) RUNAWAY is a corporation, duly organized, validly existing and in good standing under the laws of the State of Florida.

- (b) The copies of the Articles of Incorporation and minutes of RUNAWAY approving the Merger which have been heretofore or will simultaneously with the execution hereof be delivered to CT, are in all respects true, correct and complete, and reflect all amendments therein as of the date hereof.

4.2.2 Authority for Agreement. RUNAWAY has full right, power, legal capacity and authority to enter into this Agreement and to perform its obligations hereunder and this Agreement is valid and binding upon and enforceable against RUNAWAY in accordance with its terms.

4.2.3 No Breach or Default. The execution and delivery of this Agreement, and the consummation of the transactions herein provided will not:

- (a) result in the breach of any of the terms or conditions of, or constitute a default under, or in any manner release any party thereto from any obligation under, any contract, agreement, license or other instrument or obligation of any kind or nature to which RUNAWAY is a party, or by which the stock of RUNAWAY may be bound or affected;
- (b) violate any order, writ, injunction or decree of any court, administrative agency or governmental body, or require the approval, consent or permission of any governmental body or agency; or
- (c) violate any provision of the Articles of Incorporation or Code of Regulations of RUNAWAY.

4.2.4 Brokerage Fees. RUNAWAY is not obligated for, nor has it agreed to pay, any brokerage commission, finder's fee or other similar fee or charge relative to the execution of this Agreement or the consummation of the transactions herein provided for.

4.3 Representations and Warranties of CT. CT, as of the date hereof and at the Effective Time as follows:

4.3.1 Corporate Status.

- (a) CT is a corporation, duly organized, validly existing and in good standing under the laws of the State of Ohio.
- (b) The copies of the Articles of Incorporation and minutes of CT approving the Merger which have been heretofore or will simultaneously with the execution hereof be delivered to RUNAWAY, are in all respects true,

correct and complete, and reflect all amendments therein as of the date hereof.

4.3.2 Authority for Agreement. CT has full right, power, legal capacity and authority to enter into this Agreement and to perform its obligation hereunder and this Agreement is valid and binding upon and enforceable against CT in accordance with its terms.

4.3.3 No Breach or Default. The execution and delivery of this Agreement, and the consummation of the transactions herein provided will not:

- (a) result in the breach of any of the terms or conditions of, or constitute a default under, or in any manner release any party thereto from any obligation under, any contract, agreement, license or other instrument or obligation of any kind or nature to which CT is a party, or by which the stock of CT may be bound or affected;
- (b) violate any order, writ, injunction or decree of any court, administrative agency or governmental body, or require the approval, consent or permission of any governmental body or agency; or
- (c) violate any provision of the Articles of Incorporation or Code of Regulations of CT.

4.3.4 Brokerage Fees. CT is not obligated for, nor has it agreed to pay, any brokerage commission, finder's fee or other similar fee or charge relative to the execution of this Agreement or the consummation of the transactions herein provided for.

ARTICLE V COVENANTS

5.1 Conduct of Business of RUNAWAY Pending the Merger. RUNAWAY agrees that from the date hereof and prior to the Effective Time or earlier termination of this Agreement:

5.1.1 Consistent Practice. RUNAWAY shall operate its business in the ordinary course consistent with prior practice.

5.1.2 Stock and Debt. RUNAWAY shall not issue or redeem any capital stock and shall not incur any debt other than in the ordinary course of business.

5.1.3 Capitalization. RUNAWAY shall have taken all necessary action to authorize shares for issuance hereunder.

5.2 Conduct of Business of CT Pending the Merger. CT agrees that from the date hereof and prior to the Effective Time or earlier termination of this Agreement:

5.2.1 Consistent Practice. CT shall operate its business in the ordinary course consistent with prior practice.

5.2.2 Stock and Debt. CT shall not issue or redeem any capital stock and shall not or incur any debt other than in the ordinary course of business.

ARTICLE VI CONDITIONS TO CLOSING

6.1 Conditions to Obligations of RUNAWAY to Effect the Merger. The obligations of RUNAWAY to effect the Merger are subject to the fulfillment of all of the following conditions precedent at or prior to the Effective Time:

6.1.1 Shareholder Approval. This Agreement and the transactions contained herein shall have been approved by all the shareholders of RUNAWAY.

6.1.2 Representations and Warranties. All representations and warranties set forth in Section 4.2 shall be true as of the Closing Date.

6.2 Conditions to Obligations of CT to Effect the Merger. The obligations of CT to effect the Merger are subject to the fulfillment of all of the following conditions precedent at or prior to the Effective Time:

6.2.1 Shareholder Approval. This Agreement and the transactions contained herein shall have been approved by all the shareholders of CT.

6.2.2 Representations and Warranties. All representations and warranties set forth in Section 4.3 shall be true as of the Closing Date.

ARTICLE VII TERMINATION, AMENDMENT AND WAIVER

7.1 Termination. This Agreement may be terminated at any time prior to the Effective Time, whether before or after approval by the shareholders of RUNAWAY and CT:

- (a) By mutual consent of RUNAWAY and CT; or

- (b) By either RUNAWAY or CT if (i) the requisite vote of the shareholders of CT to approve this Agreement and the transactions contemplated hereby and thereby shall not be obtained at the meetings, or any adjournments thereof, called therefore, or (ii) the requisite vote of the shareholders of RUNAWAY to approve this Agreement and the transactions contemplated hereby and thereby shall not be obtained at the meetings, or any adjournments thereof, called therefore.

7.2 Effective Termination. In the event of termination of this Agreement by either RUNAWAY or CT, as provided in Section 7.1, this Agreement shall forthwith become void and there shall be no liability on the part of either RUNAWAY or CT or their respective officers or directors.

7.3 Amendment. No material amendment to this Agreement shall be made without approval by the shareholders of both RUNAWAY and CT.

7.4 Waiver. The parties hereto may waive any breach of representations, warranties or documents.

ARTICLE VIII MISCELLANEOUS

8.1 Survival of Representations and Warranties. All representations, warranties, covenants and agreements made by any party in this Agreement or pursuant hereto shall survive the Merger until April 30, 2017.

8.2 Entire Agreement. This Agreement and all other agreements referenced herein constitute all of the agreements between the parties as of the Closing.

8.3 Non-Waiver. Failure of any party to insist upon performance of terms, covenants, or conditions shall not be construed as a subsequent waiver of any such terms, covenants or conditions.

8.4 Counterparts. This Agreement may be executed in multiple counterparts, including facsimile counterparts, that when taken together shall constitute a single instrument; provided that original signed counterpart copies are delivered to each party.

8.5 Severability. The invalidity or unenforceability of any term or provision, or any clause or portion thereof, of this Agreement shall in no way impair or affect the validity or enforcement of any other provision of this Agreement, which shall remain in full force and effect.

8.6 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Ohio.

8.7 Binding Effect. This Agreement shall be binding upon the heirs, executors and administrators of the parties and upon the assigns of all parties. A duly authorized officer of the Corporation and the executor or administrator of a deceased Stockholder shall make, execute, and deliver any documents necessary to carry out this Agreement.

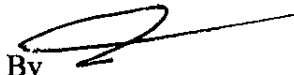
IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger on the date first above written.

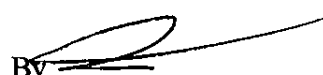
RUNAWAY:

CT:

RUNAWAY TRANSIT, INC.

CT, INC

By 
Chad Turner, President

By 
Chad Turner, President