

7/2/2015

Division of Corporations

Florida Department of State

Division of Corporations

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MERGER OR SHARE EXCHANGE

1645, Inc.

Certificate of Status	0
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merger

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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)
1645, Inc.	Florida	P15000041969

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
RIOT, Inc.	Florida	P01000020455

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 July 2, 2015

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 July 2, 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)

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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

1645, Inc.

Jayson Stringfellow, President

RIOT, Inc.

Jayson Stringfellow, President

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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

1645, Inc.

Florida

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

RIOT, Inc.

Florida

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

See attached "Plan of Merger and Merger Agreement" for the terms and conditions of the 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:

See attached "Plan of Merger and Merger Agreement."

(Attach additional sheets if necessary)

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THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

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

N/A.

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

See attached "Plan of Merger and Merger Agreement" for other provisions of the merger.

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PLAN OF MERGER AND MERGER AGREEMENT

THIS PLAN OF MERGER AND MERGER AGREEMENT, dated as of July 2, 2015 ("Agreement"), is entered into by and between RIOT, Inc., a Florida corporation ("RIOT"), and 1645, Inc., a Florida corporation ("1645" or "Surviving Corporation").

WHEREAS, the Boards of Directors 1645 determined it is advisable and in the best interests of its majority stockholders that RIOT merge with and into 1645 upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the Board of Directors of RIOT agreed to present the Plan of Merger and Merger Agreement to its shareholders;

WHEREAS, the shareholders of RIOT approved this Agreement, by a majority vote in accordance with Section 607.1103 of the Florida Business Corporation Act;

WHEREAS, the shareholders of 1645 approved this Agreement, by a majority vote in accordance with Section 607.1103 of the Florida Business Corporation Act;

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants herein contained, RIOT and 1645 hereby agree as follows:

1. Merger. RIOT shall be merged with and into 1645 (the "Merger") such that 1645 shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation").

2. Governing Documents. The Certificate of Incorporation of 1645 shall be the Certificate of Incorporation of the Surviving Corporation, and the By-Laws of 1645 shall be the By-laws of the Surviving Corporation.

3. Directors. The persons who are directors of 1645 immediately prior to the Merger shall, after the Merger, be the directors of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation.

4. Officers. The persons who are officers of 1645 immediately prior to the Merger shall, after the Merger, be the officers of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation.

5. Succession. Upon merger, the separate corporate existence of RIOT shall cease. All rights, privileges, powers, restrictions, disabilities, duties, assets, real property, personal property, stock, stock subscriptions, debts, and franchises of a public and private nature of both RIOT and 1645 shall succeed to, be vested in and become the property and obligations of 1645 without any further act or deed as they were of the respective Corporations. The title to any real estate vested by deed or otherwise and any other asset, in either of such Corporations shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens

upon any property of RIOT shall be preserved unimpaired. All debts, liabilities and duties of the respective Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of RIOT, its shareholders, Board of Directors and committees thereof, officers and agents that were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to RIOT. The employees and agents of RIOT shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits that they enjoyed as employees and agents of RIOT.

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

7. Closing. The closing of the Merger (the "Closing") shall take place at the offices of 1645's legal counsel (Bowen & Schroll, P.A. 600 Jennings Ave., Eustis, FL 32726, ^{an effective date of} ~~July 30, 2015~~ ^{June 30, 2011} at ~~2:00 p.m.~~ ^{for accounting and tax purposes}. The date on which the Closing occurs is referred to as the "Closing Date."

8. Articles of Merger. On or before the Closing Date, 1645 and RIOT shall cause articles of merger (the "Articles of Merger") to be executed, signed and filed with the Secretary of State of the State of Florida in such form as is required by the relevant provisions of the Florida Business Corporation Act. The Merger shall become effective when the Articles of Merger have been duly filed with the Secretary of State of the State of Florida.

9. Sale of Shares. At Closing, 1645's merger consideration for Max Minhas's interest in RIOT is \$438,307 or \$4,383.07 per share in accordance with the fair market appraisal of RIOT attached hereto. Because Jayson Stringfellow and Frank and May Menefee are shareholders of 1645, 1645's merger consideration for Jayson Stringfellow and Frank and May Menefee is also \$4,383.07 per share in accordance with the fair market appraisal of RIOT, but shall be credited rather than actually paid.

10. Time of Payment. 1645 shall deliver payment in full to RIOT at Closing.

11. Method of Payment. Pursuant to paragraph 9, 1645 shall deliver payment to RIOT by either check or wire transfer unless otherwise directed to do so in writing by RIOT's Board of Directors. RIOT shall then deposit the payment into RIOT's corporate account and hold such funds until the matter is resolved under paragraph 13 of this Merger Plan and Agreement.

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12. Surrender of Shares. Pursuant to paragraph 9, RIOT shall pay, or credit where applicable, to each of its shareholders the merger consideration payable in respect to the number of shares each shareholder owns, which may be evidenced by the surrender of a share Certificate. Any Certificates so surrendered shall be canceled immediately. No interest shall accrue or be paid on any amount payable upon surrender of Certificates. Until surrendered in accordance with this section, each Certificate shall be deemed, from and after the Closing, to represent only the right to receive the applicable merger consideration. Any merger consideration paid shall be deemed to have been paid in full satisfaction of all rights pertaining to such stock. By accepting the merger consideration from RIOT, a shareholder waives and relinquishes all legal rights associated with being a shareholder under provisions of the Florida Business Corporation Act.

13. Dissenting Shares.

(a) Notwithstanding any provision of this Agreement to the contrary, any shares of RIOT for which the holder thereof (i) has not voted in favor of the Merger or consented to it in writing and (ii) has properly demanded the appraisal of such shares in accordance with, and has complied in all respects with, the Florida Business Corporation Act, shall be converted into the right to receive the merger consideration in accordance with paragraph 12 upon court approval. Upon demand of appraisal rights, by a shareholder ("Dissenting Shareholder") the Dissenting Shareholder's shares are canceled, cease to exist and the Dissenting Shareholder shall be entitled only to such rights as may be granted to them under the provisions of the Florida Business Corporation Act.

(b) Upon receiving a proper demand for the appraisal value of shares from a Dissenting Shareholder, RIOT shall petition the Circuit Court of the Fifth Judicial Circuit in and for Lake County, Florida to hold the merger consideration funds for the Dissenting Shareholder's interest in the court's registry until the Dissenting Shareholder's claims are resolved or adjudicated. Should the Court determine the Dissenting Shareholder's interest is worth less than the merger consideration, RIOT, from the merger consideration funds held in the court's registry, shall pay the amount the Court determines to the dissenting shareholder and refund the remaining amount to 1645 pursuant to the Court's order. Should the Court determine the Dissenting Shareholder's interest is indeed worth the amount of merger consideration, RIOT, from the merger consideration funds held in the court's registry, shall pay the merger consideration to the Dissenting Shareholder or the Clerk of Court's registry pursuant to the Court's order.

14. Amendment. The parties hereto, by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement at any time.

15. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

16. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

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17. Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue for any action concerning this Agreement or the parties shall be in Lake County, Florida.

IN WITNESS WHEREOF, RIOT, Inc. and 1645, Inc. approve and adopt this Plan of Merger and Merger Agreement on the date first written above.

RIOT, Inc., a Florida corporation

By: 

Name: Jayson Stringfellow
Title: President

1645, Inc., a Florida corporation

By: 

Name: Jayson Stringfellow
Title: President

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