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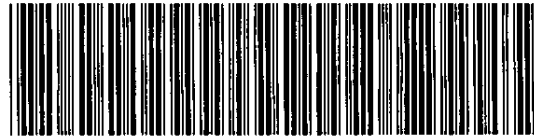
(Business Entity Name)

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DATE: 7/20/16

NAME: THE RACE CLUB, INC.

TYPE OF FILING: MERGER

COST: 70.00

RETURN: PLAIN COPY PLEASE

ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE

Abbie Hodge

File first

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)
THE RACE CLUB, INC.	DELAWARE	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
THE RACE CLUB, INC.	FLORIDA	P03000123701

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
07/20/2016 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 07/20/2016.

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

THE RACE CLUB, INC.

GARY HALL SR., PRESIDENT

THE RACE CLUB, INC.

GARY HALL SR., PRESIDENT

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of the 20 day of July, 2016 (the "Effective Date"), by and between The Race Club, Inc., a Florida corporation ("RACE-FL"), and The Race Club, Inc., a Delaware corporation ("RACE-DE").

RECITALS

WHEREAS, RACE-FL has determined that it is in its best interests to transform itself into a corporation under the laws of Delaware.

WHEREAS, RACE-FL desires to merge into and with RACE-DE, leaving RACE-DE as the sole surviving entity following such merger (the "Merger").

WHEREAS, RACE-FL and RACE-DE now desire to enter into and to consummate and perform this Agreement pursuant to Section 607-1105, the Florida Business Corporation Act and Section 8-252 of the Delaware General Corporation Law.

WHEREAS, the Board of Directors and Shareholders of RACE-FL, by resolutions duly adopted, have approved the terms of this Agreement and directed that this Agreement be executed and that the corresponding Articles of Merger be filed with the Florida Department of State, Division of Corporations.

AGREEMENTS

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

ARTICLE I THE MERGER

1.1. As of the Effective Date, RACE-FL will be merged with and into RACE-DE and RACE-DE will be the sole surviving legal entity upon and following the Merger (RACE-DE sometimes being referred to hereinafter as the "Surviving Company"). The corporate existence of the Surviving Company, with all powers, rights, and privileges, will continue unaffected and unimpaired by the Merger and the Surviving Company will be subject to and liable for all the debts, liabilities, obligations, and duties of both RACE-FL and RACE-DE, all in accordance with, and with the effects described in, Section 607-1106, Florida Business Corporation Act and Section 8-252 of the Delaware General Corporation Law.

1.2. If, at any time after the Effective Date, the Surviving Company considers it necessary or advisable to obtain any further assignment, assurance, or other document or action to vest, perfect, or confirm the transfer to the Surviving Company of any or all assets of RACE-FL, then RACE-FL and its members and agents will, upon notice, execute and deliver such deeds, assignments, and assurances as may be requested by the Surviving Company and do all things necessary or advisable to vest, perfect, and confirm title to such property or rights in the Surviving Company and otherwise to carry out the intent and purposes of this Agreement. The officers and directors of the Surviving Company will be fully authorized, in the name of RACE-FL, to take any and all such actions, with no further approval of RACE-FL or its Board of Directors and Shareholders.

ARTICLE II
CERTIFICATE OF INCORPORATION OF RACE-DE;
BOARD OF DIRECTORS OF RACE-DE;
BYLAWS OF RACE-DE

2.1. The Certificate of Incorporation of RACE-DE, as filed with the Delaware Secretary of State on July __, 2016, will be the Certificate of Incorporation of the Surviving Company.

2.2. The Bylaws of RACE-DE as in effect on the Effective Date will be the Bylaws of the Surviving Company.

2.3. From and after the Effective Date, Gary Hall, Sr. and Mary Hall will constitute the entire Board of Directors of the Surviving Company.

ARTICLE III
CONVERSION OF RACE-FL COMMON UNITS INTO RACE-DE STOCK

3.1. On the Effective Date, the Common Stock held by the Shareholders of record of RACE-FL will, by virtue of the Merger and without any action on the part of the holder thereof, be converted automatically into shares of the Common Stock of RACE-DE, \$0.0001 par value per share, in exchange for each such Shareholder's Common Stock in RACE-FL as further defined below:

SHAREHOLDER	TOTAL SHARES OF COMMON STOCK IN RACE-FL	TOTAL SHARES OF COMMON STOCK IN RACE-DE
Gary Hall, Sr.	750	1,250,000
Mary Hall	750	645,000
TOTAL	1,500	1,895,000

3.2. All agreements of any kind governing the Shareholders of RACE-FL or their respective Common Stock, are hereby terminated and superseded as of the Effective Date by this Agreement.

ARTICLE IV
PROCEDURE TO EFFECT MERGER

4.1. RACE-FL and each of its Shareholders and Board of Directors will promptly take all such actions as may be necessary or appropriate, in the sole judgment of the Surviving Company, to cause and enable RACE-FL to perform the covenants and agreements herein required to be performed by RACE-FL.

4.2. A copy of this Agreement will be filed in the office of the Surviving Company along with the corresponding Articles of Merger and Certificate of Merger.

4.3. As soon as practicable following the filing of Articles of Merger with the Florida Department of State, Corporations Division, and filing the Certificate of Merger with the Delaware Secretary of State, the Surviving Company will execute and deliver to the Shareholders of RACE-FL share certificates evidencing the issuance of shares of Common Stock of RACE-DE stock in accordance with Section 3.1 above.

4.4. RACE-FL hereby appoints and designates its President, Gary Hall, Sr., as an authorized agent of RACE-FL for the express purpose of executing and delivering on behalf of RACE-FL any and all instruments and other documents that he deems necessary or advisable to finalize and perfect the Merger as provided herein, including, without limitation, Statement of Merger.

**ARTICLE V
GENERAL PROVISIONS**

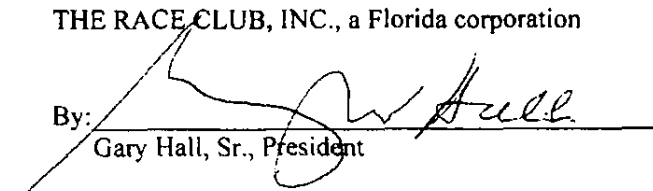
5.1. Except as otherwise provided in this Agreement, nothing herein expressed or implied is intended or will be construed to confer upon or to give to any person, firm, or business entity not a party to this Agreement any rights or remedies under or by reason of this Agreement.

5.2. This Agreement and the legal relations between the parties hereto will be governed by and construed in accordance with the laws of the States of Florida and Delaware.

[SIGNATURES ON FOLLOWING PAGE]

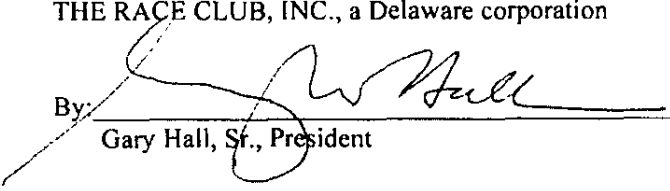
IN WITNESS WHEREOF, the duly authorized representatives of RACE-FL and RACE-DE have executed and delivered this Agreement as of the Effective Date.

THE RACE CLUB, INC., a Florida corporation

By: 

Gary Hall, Sr., President

THE RACE CLUB, INC., a Delaware corporation

By: 

Gary Hall, Sr., President