

FEB. 8. 2011 2:00PM
Division of Corporations

Florida Department of State
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NO. 1697 P. 1 of 1

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MERGER OR SHARE EXCHANGE
Freedom Metal Finishing, 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)
<u>Freedom Metal Finishing, Inc.</u>	<u>Florida</u>	<u>P09000086658</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Technifinish, Inc.</u>	<u>Florida</u>	<u>P99000042186</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.)

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 December 31, 2010.

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 December 31, 2010.

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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TRENAM KEMKER

NO. 1697 P. 3

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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

Freedom Metal Finishing, Inc.

Kel E. Eidschun

Kel E. Eidschun, President

Technifinish, Inc.

Kel E. Eidschun

Kel E. Eidschun, President

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this 31st day of December, 2010, by and between **FREEDOM METAL FINISHING, INC.** a Florida corporation ("Freedom") and **TECHNIFINISH, INC.**, a Florida corporation ("Technifinish"). Freedom and Technifinish are sometimes collectively referred to in this Agreement as the "Constituent Entities" and are sometimes referred to individually as a "Constituent Entity".

WITNESSETH:

WHEREAS, the Boards of Directors of Freedom and Technifinish deem it advisable and for the general welfare of such entities and their shareholders that Technifinish merge with and into Freedom and that Freedom merge Technifinish with and into itself, pursuant to this Agreement and the applicable laws of the State of Florida; and

WHEREAS, the Constituent Entities desire to adopt this Agreement as a plan of reorganization and to consummate the merger in accordance with the provisions of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, all of the stock of Freedom is owned by Keith E. Eidschun; and

WHEREAS, all of the stock of Technifinish is owned by Keith E. Eidschun.

NOW, THEREFORE, the Constituent Entities, in consideration of the premises and the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of said merger and the method of carrying the same into effect in this Agreement as follows:

1. PLAN OF MERGER.

The Constituent Entities have agreed and do hereby agree each with the other that Technifinish shall be merged with and into Freedom, and that Freedom shall merge Technifinish with and into itself. Freedom shall be the surviving business entity in the merger and shall be governed by the laws of the State of Florida, which state shall continue to be its domicile.

2. EFFECTIVE DATE.

The merger provided for in this Agreement shall become effective and the Constituent Entities shall be deemed to have merged as of the date the Articles of Merger are filed with the Florida Department of State (the "Effective Date").

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3. MANNER OF CONVERTING SHARES.

Pursuant to the merger, all of the outstanding shares of stock of Technifinish, will be cancelled. No new stock in Freedom will be issued. Each share of stock of Freedom that is outstanding on the Effective Date shall continue and remain unchanged.

4. EFFECT OF THE MERGER.

(a) Existence of Technifinish. On the Effective Date, the separate existence of Technifinish shall cease and it shall be merged with and into Freedom. Thereupon, all the property, real, personal, and mixed, and all interest therein, of Technifinish and all debts due to it, shall be transferred to and invested in Freedom without further act or deed and without reversion or impairment. Freedom shall thenceforth be responsible and liable for all the liabilities and obligations of Technifinish.

(b) Articles of Incorporation. The Articles of Incorporation of Freedom, in effect on the Effective Date, shall continue in full force and effect as the Articles of Incorporation of Freedom and shall not be changed or amended by the merger.

(c) Bylaws. The Bylaws of Freedom as in effect on the Effective Date, shall continue in full force and effect as the Bylaws of Freedom and shall not be changed or amended by the merger.

(d) Directors and Officers. Until altered by the stockholders or directors, as the case may be, of Freedom, the duly elected directors and officers of Freedom shall continue to serve as the directors and officers of Freedom and shall not be changed or otherwise affected by the merger.

5. CONDITIONS OF MERGER.

This Agreement shall promptly be submitted to the shareholders of Freedom and Technifinish for approval. The unanimous affirmative vote of the shareholders of Freedom and Technifinish entitled to vote shall be required for such approval.

6. GENERAL PROVISIONS.

(a) Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes and cancels any other agreement, representation or communication, whether oral or written, among the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

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(b) **Headings.** The headings in the Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) **Expenses.** Freedom shall pay all expenses of carrying this Agreement into effect and of accomplishing the merger.

(d) **Amendment; Termination.** This Agreement may be terminated or amended by the mutual consent of the Boards of Directors of Freedom and Technifinish, whether before or after approval of this Agreement by the shareholders of Freedom and Technifinish.

(e) **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which as executed shall be deemed to be an original; and such counterparts shall together constitute one and the same instrument.

(f) **Further Assurances.** Technifinish agrees that from time to time following the Effective Date, as and when requested by Freedom, it will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action, as Freedom may deem necessary or desirable, in order more fully to vest in and confirm to Freedom's title to and possession of all of its said property, rights, privileges, powers and franchises and otherwise to carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, each business entity that is a party hereto has caused its duly authorized officer or manager to execute this Agreement and Plan of Merger.

FREEDOM METAL FINISHING, INC.

TECHNIFINISH, INC.

By: Keith E. Eidschum
Keith E. Eidschum, President

By: Keith E. Eidschum
Keith E. Eidschum, President

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