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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: FREEDOM CITY, 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:

Yasmin Wardie Adamy

Contact Person

Rock Solid Business Law, PLLC

Firm/Company

484 Osceola Avenue

Address

Jacksonville Beach, FL 32250

City/State and Zip Code

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

For further information concerning this matter, please call:

Yasmin Wardie Adamy

Name of Contact Person

At (904)

241-1113

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

ARTICLES OF MERGER
(Profit Corporations)

FILED

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)
FREEDOM CITY, INC.	FLORIDA	P16000094736

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
FREEDOM CITY, INC.	NEVADA	

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 October 27, 2017.

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 October 27, 2017.

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

FREEDOM CITY, INC.

Leon B.

Susan Evans, President

FREEDOM CITY, INC.

Susan K S

Susan K. Evans, President

PLAN AND AGREEMENT OF REORGANIZATION
by merger of
FREEDOM CITY, INC. a Nevada for profit corporation
with and into
FREEDOM CITY, INC. a Florida for profit corporation
under the name of
FREEDOM CITY, INC.

This AGREEMENT OF MERGER AND PLAN OF REORGANIZATION (the "Agreement") is made and entered into as of October 27, 2017 between FREEDOM CITY, INC., a Nevada for profit corporation with a mailing address of 3635 S. Fort Apache Road, Las Vegas, Nevada 89147 ("FREEDOM CITY NEVADA") and FREEDOM CITY, INC., a Florida for profit corporation with a mailing address of 8805 Arlington Expressway, Jacksonville, Florida 32211 ("FREEDOM CITY FLORIDA"). FREEDOM CITY NEVADA and FREEDOM CITY FLORIDA are from time to time herein referred to as the "Constituent Corporations."

RECITALS

WHEREAS, FREEDOM CITY NEVADA is a corporation duly organized and existing under the laws of the State of Nevada and, on the date hereof, has authority to issue 25,000,000 shares of common stock, \$.001 per share ("Freedom City Nevada Common Stock"), of which one hundred percent (100%) of all shares are issued and outstanding as of the date hereof.

WHEREAS, FREEDOM CITY FLORIDA is a corporation duly organized and existing under the laws of the State of Florida and, on the date hereof, has authority to issue 500 shares of common stock, \$.001 per share ("Freedom City Florida Common Stock"), of which one share is issued and outstanding and owned by FREEDOM CITY NEVADA.

WHEREAS, the Board of Directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations and their respective shareholders that FREEDOM CITY NEVADA be merged with and into FREEDOM CITY FLORIDA for the purpose of changing the jurisdiction of incorporation of FREEDOM CITY NEVADA from the State of Nevada to the State of Florida.

WHEREAS, each of the Constituent Corporations has, subject to approval by its shareholders, adopted the Plan of Merger embodied in this Agreement.

NOW, THEREFORE, in consideration of the terms hereof, the Constituent Corporations do hereby agree to merge on the terms and conditions herein provided, as follows:

ARTICLE I The Merger

1.01. The Merger. Upon the terms and subject to the conditions hereof, on the Effective date (as hereinafter defined), FREEDOM CITY NEVADA shall be merged with and into FREEDOM CITY FLORIDA, in accordance with the applicable laws of the States of Nevada and Florida (the "Merger"). The separate existence of FREEDOM CITY NEVADA shall cease, and FREEDOM CITY FLORIDA shall be the surviving corporation (the "Surviving Corporation") and shall be governed by the laws of the State of Florida.

1.02. Effective Date. The Merger shall become effective on the date and at the time of filing of the Articles of Merger, in substantially the form annexed hereto as Exhibit "A", with the Secretary of State of the State of Nevada, and Articles of Merger in substantially the same form with the Secretary of State of the State of Florida, whichever later occurs (the "Effective Date"), all after satisfaction of the requirements of the applicable laws of such States prerequisite to such filings, including without limitation, the approval of the shareholders of the Constituent Corporations.

1.03. Articles of Incorporation. On the Effective Date, the Articles of Incorporation of FREEDOM CITY FLORIDA, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

1.04. Directors and Officers. The directors and officers of FREEDOM CITY FLORIDA immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation, until their successors have been duly elected and qualified or until otherwise provided by law, the Articles of Incorporation of the Surviving Corporation.

1.05. Tax Consequences. It is intended by the Constituent Corporations that the Merger shall constitute a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code.

ARTICLE II Conversion of Shares

2.01. Freedom City Nevada Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each share of Freedom City Nevada Common Stock outstanding immediately prior thereto shall be changed and converted into one fully paid and non-assessable share of the common stock of the Surviving Corporation, par value of \$.001 per share ("Survivor Stock").

2.02. Freedom City Florida Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of Freedom City Florida Common Stock outstanding immediately prior thereto shall be cancelled and returned to the status of authorized but unissued shares.

2.03. Exchange of Certificates. Each person who becomes entitled to receive Survivor Stock by virtue of the Merger shall be entitled to receive from the Surviving Corporation, as promptly as practicable after the Effective Date, a certificate or certificates representing the number of shares of Survivor Stock to which such person is entitled as provided herein.

ARTICLE III Effect of the Merger

3.01. Rights, Privileges, Etc. On the Effective Date of the Merger, the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of FREEDOM CITY NEVADA and FREEDOM CITY FLORIDA; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of FREEDOM CITY NEVADA and FREEDOM CITY FLORIDA on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Corporation without further act or deed; title to any real estate, or any interest therein vested in FREEDOM CITY NEVADA or FREEDOM CITY FLORIDA, shall not revert or in any way be impaired by reason of this Merger; and all of the rights of creditors of FREEDOM CITY NEVADA and FREEDOM CITY FLORIDA shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective corporations shall thenceforth remain with or be attached to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

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

ARTICLE VI Miscellaneous

4.01. Abandonment. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either FREEDOM CITY NEVADA or FREEDOM CITY FLORIDA or both, notwithstanding the approval of this Agreement by the shareholders of FREEDOM CITY NEVADA and FREEDOM CITY FLORIDA.

4.02. Amendment. At any time prior to the Effective Date, this Agreement may be amended or modified in writing by the Board of Directors of either FREEDOM CITY NEVADA or FREEDOM CITY FLORIDA or both; provided, however, that an amendment made subsequent to the adoption of this Agreement by the shareholders of either Constituent Corporation shall not alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the rights of the shareholders of such Constituent Corporation.

4.03. Governing Law. This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Florida and, so far as applicable, the merger provisions of the Nevada General Corporation Law.

4.04. Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

FREEDOM CITY, INC.
a Nevada Corporation

By: /s/ Susan K. Evans
Susan K. Evans, President

FREEDOM CITY, INC.
a Florida Corporation

By: /s/ Susan Evans
Susan Evans, President