

# L02000027799

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

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MAIL

(Business Entity Name)

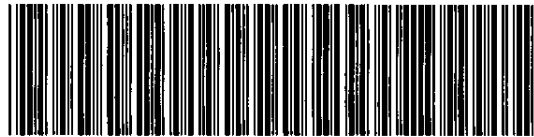
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

**Special Instructions to Filing Officer:**

Called UCC FILING & SEARCH to discuss L04000005014, and the fact that this was filed as a Florida LLC. They passed the information along to another filing company, and word came back that the client would be informed about L0400005014. BK--12/27/06

Office Use Only



100082474791

12/27/06--01002--007 \*\*80.00

RECEIVED  
06 DEC 26 PM 4:36  
DEPARTMENT OF STATE  
OFFICE OF CORPORATIONS  
TALLAHASSEE, FLORIDA

EFFECTIVE DATE  
12/31/06

FILED  
06 DEC 26 AM 8:21  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



**UCC Filing & Search Services, Inc.**  
 1574 Village Square Boulevard, Suite 100  
 Tallahassee, Florida 32309  
 (850) 681-6528

**HOLD**  
 FOR PICKUP BY  
 UCC SERVICES  
 OFFICE USE ONLY

December 26, 2006

**CORPORATION NAME (S) AND DOCUMENT NUMBER (S):**

*\* Please note effective date \**

Canine Cushion Company, L.L.C. into Allied Aerofoam Products, L.L.C.

**Filing Evidence**

- ☐ Plain/Confirmation Copy
- ☒ Certified Copy

**Retrieval Request**

- ☐ Photocopy
- ☐ Certified Copy

**Type of Document**

- ☐ Certificate of Status
- ☐ Certificate of Good Standing
- ☐ Articles Only
- ☐ All Charter Documents to Include Articles & Amendments
- ☐ Fictitious Name Certificate
- ☐ Other

**FILED**  
 06 DEC 26 AM 8:21  
 TALLAHASSEE, FLORIDA  
 EFFECTIVE DATE  
 12/31/06

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

EFFECTIVE DATE

12/31/06

**CERTIFICATE OF MERGER  
OF**

**CANINE CUSHION COMPANY, L.L.C. (a Georgia Limited Liability Company)  
INTO  
ALLIED AEROFOAM PRODUCTS, L.L.C. (a Florida Limited Liability Company)**

Pursuant to Section 608.4382  
of the Florida Statutes

Pursuant to the provisions of the Florida Statutes governing the merger of a foreign limited liability company with and into a domestic limited liability company, it is hereby certified that:

**FIRST:** The merging parties are Canine Cushion Company, L.L.C., a limited liability company organized under the laws of the State of Georgia, and Allied Aerofoam Products, L.L.C., a limited liability company organized under the laws of the State of Florida.

**SECOND:** The surviving party is Allied Aerofoam Products, L.L.C., a limited liability company organized under the laws of the State of Florida.

**THIRD:** The attached Plan of Merger was approved by Allied Aerofoam Products, L.L.C. in accordance with the applicable provisions of Chapter 608 of the Florida Statutes.

**FOURTH:** The attached Plan of Merger was approved by Canine Cushion Company in accordance with the applicable laws of the State of Georgia.

**FIFTH:** The effective date of the merger contemplated herein shall be December 31, 2006.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have subscribed this document on the date set forth below and do hereby affirm, under the penalties of perjury, that the statements contained therein have been examined by them and are true and correct.

Executed on the 26 day of December, 2006.

CANINE CUSHION COMPANY, L.L.C.

By: [Signature]  
Name: HARRY D. BAKER  
Title: CFO

ALLIED AEROFOAM PRODUCTS, L.L.C.

By: [Signature]  
Name: HARRY D. BAKER  
Title: CFO

**PLAN OF MERGER  
OF  
CANINE CUSHION COMPANY, L.L.C. (a Georgia Limited Liability Company)  
INTO  
ALLIED AEROFOAM PRODUCTS, L.L.C. (a Florida Limited Liability Company)**

**PLAN OF MERGER**, approved on December 26, 2006, by Canine Cushion Company, L.L.C., a limited liability company organized under the laws of the State of Georgia, and by unanimous consent of its Members on said date, and approved by Allied Aerofoam Products, L.L.C., a limited liability company organized under the laws of the State of Florida, and by unanimous consent of its Manager and Members on said date.

1. Canine Cushion Company, L.L.C. was formed under the laws of the State of Georgia on January 20, 2004.
2. Allied Aerofoam Products, L.L.C. was formed under the laws of the State of Florida on October 21, 2002.
3. Canine Cushion Company, L.L.C. shall be merged with Allied Aerofoam Products, L.L.C. pursuant to the provisions of the Georgia Limited Liability Company Act and pursuant to the provisions of the Florida Limited Liability Company Act. Allied Aerofoam Products, L.L.C. shall be the surviving corporation pursuant to the provisions of the Florida Limited Liability Company Act and is sometimes hereinafter referred to as the "surviving company." The separate existence of Canine Cushion Company, L.L.C., which is sometimes hereinafter referred to as the "terminating company," shall cease upon the effective date of the merger in accordance with the provisions of the Georgia Limited Liability Company Act.
4. The Articles of Organization of the surviving company upon the effective date of the merger in the jurisdiction of its organization shall be the Articles of Organization of the surviving company and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Florida Limited Liability Company Act.
5. The Operating Agreement of the surviving company upon the effective date of the merger in the jurisdiction of its organization shall be the Operating Agreement of the surviving company and shall continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the Florida Limited Liability Company Act.
6. The managers and officers in office of the surviving company upon the effective date of the merger in the jurisdiction of its organization shall continue to be the managers and officers of the surviving company, all of whom shall hold their managerships and offices until their tenure is otherwise terminated in accordance with the Operating Agreement of the surviving company.

7. Each equity interest in the terminating company ("Unit") issued and outstanding immediately prior to the effective date of the merger will, by virtue of the merger and without further action on the part of the holder thereof, be converted into an equal equity interest in the surviving company.

8. Each option or right to acquire Units issued by the terminating company (each an "LLC Option") which is outstanding, unexpired, and unexercised as of the effective date of the merger shall be converted into an option or right to acquire, as the case may be, an equity interest in the surviving company equal to the number of Units for which such LLC Option is then exercisable at an exercise price per equity interest in the surviving company equal to the per Unit option exercise price then applicable to the LLC Option and otherwise subject to the same terms and conditions of the LLC Option as in effect immediately prior to the effective date of the merger, except that all references to the terminating company in such LLC Option shall be deemed to be references to the surviving company (each such option or right, a "Surviving Entity Option").

9. All Units and LLC Options to be converted pursuant to Sections 7 and 9, respectively, from and after the effective date of the merger, no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist and each holder of a Unit or LLC Option which, immediately prior to the effective date of the merger, represented a Unit or a right to acquire Units, shall cease to have any rights as members of the terminating company, except the right to receive equity interest in the surviving company in accordance with Section 7 for each Unit held by them, and except that all references to the terminating company in such LLC Option shall be deemed to be references to the surviving company (each such option or right, a "Surviving Entity Option").

10. In the event that the merger of the terminating company with the surviving company shall have been fully authorized in accordance with the provisions of the Georgia Limited Liability Company Act and in accordance with the provisions of the Florida Limited Liability Company Act, the terminating company and the surviving company hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Georgia and the State of Florida, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

11. The managers and officers of the terminating company and of the surviving company, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

12. This Plan of Merger may be amended or modified at any time by the parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

13. This Plan of Merger constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

14. The invalidity or unenforceability of any term or provision of this Plan of Merger in any situation or jurisdiction shall not affect the validity or enforceability of the other terms or provisions in any other situation or in any other jurisdiction.

15. This Plan of Merger shall be governed by, enforced under, and construed in accordance with; the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule thereof.

IN WITNESS WHEREOF, the terminating company and the surviving company have caused this Plan of Merger to be signed by their respective duly authorized persons as of the date first above written.

CANINE CUSHION COMPANY, L.L.C.

By: Harry D. Baker  
Name: HARRY D. BAKER  
Title: CFO

ALLIED AEROFOAM PRODUCTS, L.L.C.

By: Harry D. Baker  
Name: HARRY D. BAKER  
Title: CFO