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EXAMINER



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September 18, 2009

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

Freeze Frame, Inc. into Freeze Frame, LLC

attn: Buck

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

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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

ARTICLES OF MERGER

OF

FREEZE FRAME, INC.

INTO

FREEZE FRAME, LLC

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(Pursuant to Section 607.1108 of the Florida Business Corporation Act "FBCA")

It is hereby certified upon behalf of each constituent corporation and constituent limited liability company named herein, as follows:

FIRST: The sole director of Freeze Frame, Inc. and the sole manager of Freeze Frame, LLC each has duly adopted a plan of merger attached hereto as Exhibit A setting forth the terms and conditions of the merger of said entities (the "Plan of Merger").

SECOND: The name of the constituent limited liability company which is to be the surviving limited liability company, and which is hereinafter sometimes referred to as the "Surviving Constituent Limited Liability Company", is Freeze Frame, LLC, a Connecticut limited liability company.

THIRD: The name of the constituent corporation, which is being merged into the Surviving Constituent Limited Liability Company, and which is hereinafter sometimes referred to as the "Merged Constituent Corporation", is Freeze Frame, Inc., a Florida corporation.

FOURTH: Of the 8,000 issued and outstanding common stock, par value \$1.00 per share, of the Merged Constituent Corporation, entitled to vote as a class on the Plan of Merger, the holders of all of those shares voted unanimously in favor of the Plan of Merger in accordance with Section 607.1103 of the FBCA.

FIFTH: Of the 100% membership interests of the Surviving Constituent Limited Liability Company entitled to vote as a class on the Plan of Merger, the holders of all of those membership interests and the manager of the Surviving Constituent Limited Liability Company voted unanimously in favor of the Plan of Merger in accordance with Connecticut Law.

SIXTH: The Articles of Organization of the Surviving Constituent Limited Liability Company shall not be amended and shall remain exactly as it was immediately preceding the merger.

SEVENTH: The principal office of the Surviving Constituent Limited Liability Company in Connecticut is 7 Ridgewood Drive, Bridgewater, Connecticut 06752.

EIGHTH: The Surviving Constituent Limited Liability Company is deemed to have appointed the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or rights of dissenting shareholders of the Merged Constituent Corporation.


NINTH: The Surviving Constituent Limited Liability Company shall promptly pay to any dissenting shareholders of the Merged Constituent Corporation any amount to which they are entitled to pursuant to FBCA 607.1302.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned 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 each and are true and correct.

Executed on this 15th day of September, 2009.

FREEZE FRAME, INC.

By: 
Name: Clifford David
Title: President

FREEZE FRAME, LLC

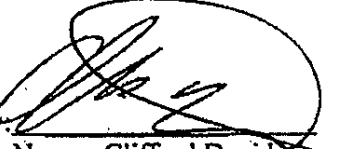
By: 
Name: Clifford David
Title: Manager

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of September, 15, 2009 (this "Agreement"), is made by and between Freeze Frame, Inc., a Florida corporation ("FF") and Freeze Frame, LLC, a Connecticut limited liability company (the "Surviving Entity").

WHEREAS, FF has an authorized capital stock consisting of eight thousand (8,000) common shares, \$1.00 par value (the "FF Shares"), of which eight thousand (8,000) common shares are now issued and outstanding;

WHEREAS, the membership interests of the Surviving Entity are owned as follows: 99% by FF and 1% by Clifford David.

WHEREAS, the sole Director of FF deems it advisable and generally to the advantage and welfare of FF that FF merge with and into the Surviving Entity (the "Merger") under and pursuant to the provisions of the Florida Business Corporation Act (the "FBCA");

WHEREAS, the sole Director of FF and sole shareholder of FF have approved the Merger under and pursuant to the provisions of the FBCA;

WHEREAS, the Manager of the Surviving Entity deems it advisable and generally to the advantage and welfare of the Surviving Entity that the Surviving Entity engage in the Merger pursuant to the provisions of the Connecticut Limited Liability Company Act ("CLLCA");

WHEREAS, the Manager and Members of the Surviving Entity have approved the Merger under and pursuant to the provisions of the CLLCA;

NOW THEREFORE, in consideration of the promises and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. **MERGER.** Upon the terms and subject to the conditions hereof, at the Effective Time (as defined below), FF shall be merged with and into Surviving Entity, and the separate corporate existence of FF shall thereupon cease and the Surviving Entity shall continue its existence under the laws of the State of Connecticut.

2. **EFFECTIVE TIME.** Upon the execution of this Agreement, the parties hereto shall deliver to the Department of State of the State of Florida the Articles of Merger (the "Florida Articles of Merger") and all other filings or recordings as may be required under the FBCA and any other applicable law in connection with the Merger. Upon the execution of this Agreement, the parties hereto shall deliver to the Secretary of State of the State of Connecticut a certificate of merger (the "Connecticut Certificate of Merger") and all other filings or recordings as may be required under the CLLCA and any other applicable law in connection with the Merger. The Merger shall be effective (the "Effective Time") upon the filing of both of the Florida Articles of Merger with the Department of State of the State of Florida and Connecticut Certificate of Merger with the Secretary of State of the State of Connecticut.

3. **ARTICLES OF ORGANIZATION.** The Articles of Organization of the Surviving Entity as in effect immediately prior to the Effective Time shall continue in full force and effect as the Articles of Organization of the Surviving Entity until amended in accordance with its provisions and applicable law.

4. **OFFICERS, MEMBERS AND MANAGER.** The officers and Manager of the Surviving Entity immediately after the Effective Time shall be those persons who were the officers and Manager of the Surviving Entity immediately prior to the Effective Time, and such persons shall serve in such offices, respectively, for the terms provided in the Articles of Organization, the Surviving Company's operating agreement or applicable law, or until they are removed from office in accordance with the Surviving Company's operating agreement and applicable law. After the Effective Time of the Merger, Clifford David shall be the sole member and Manager of the Surviving Entity. The business address of the Company, the sole member and manager is c/o Lee Harary CPA, 1601 East Amelia Street, Orlando, Florida 32803.

5. **CONVERSION OF OUTSTANDING FF SHARES.** As of the Effective Time, each of the FF Shares shall be converted into a .012375% membership interest in the Surviving Entity so that the eight thousand (8,000) issued and outstanding FF Shares and all rights in respect thereof shall be converted into ninety nine percent (99%) membership interests in the Surviving Entity.

6. **APPROVAL BY THE SOLE DIRECTOR AND SOLE SHAREHOLDER OF FF.** This Agreement and Plan of Merger has been approved by the unanimous written consent of the sole shareholder and the sole Director of FF in accordance with the FBCA.

7. **APPROVAL BY THE MEMBERS AND THE MANAGER OF THE SURVIVING ENTITY.** This Agreement and Plan of Merger has been approved by the unanimous written consent of the members and the sole Manager of the Surviving Entity in accordance with the CLLCA.

8. **TERMINATION.** This Agreement may be terminated and abandoned by action of the Board of Directors of FF or by action of the Manager of the Surviving Entity at any time prior to the Effective Time.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF each of undersigned, intending to be legally bound hereby, has caused this Agreement to be duly executed and delivered, on the date first set forth above.

FREEZE FRAME, LLC

By: 

Name: Clifford David

Title: Manager

FREEZE FRAME, INC.

By: 

Name: Clifford David

Title: President