

7/2/2013 15:07:47 From: To: 8506176380

Division of Corporations

P110000082325

(1/11)

Page 1 of 1

Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE
WARMZE, INC.

Certificate of Status	0
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11 pg.

RE-SUBMIT

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6/28/2013 10:18:22 AM PAGE 1/001 Fax Server



June 28, 2013

FLORIDA DEPARTMENT OF STATE
Division of Corporations

FREE TO BE ME PRODUCTS INC
132 ESTATES CIR
LAKE MARY, FL 32746

SUBJECT: FREE TO BE ME PRODUCTS INC
REF: P11000082325

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

There is no period after Inc in the reference name above, please correct the name throughout the document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Teresa Brown
Regulatory Specialist II

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Letter Number: 913A00016169

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

RE-SUBMIT

Please retain original filing
date of submission 6/26

FILED
SECRETARY OF STATE
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(3/11)

13 JUN 26 PM 2:20

ARTICLES OF MERGER

OF

FREE TO BE ME PRODUCTS INC
a Florida corporation

WITH AND INTO

WARMZE, INC.
a Delaware corporation

In accordance with Section 607.1107 and Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), WarmZe, Inc., a Delaware corporation, hereby delivers these Articles of Merger to the Florida Department of State, and WarmZe, Inc. states and declares as follows:

ARTICLE I
Plan of Merger

The Agreement of Merger, dated June 25, 2013 (the "Plan of Merger"), by and between WarmZe, Inc. and Free To Be Me Products Inc, a Florida corporation, pursuant to which Free To Be Me Products Inc is to be merged with and into WarmZe, Inc. (the "Merger") is attached to these Articles of Merger as Exhibit A.

ARTICLE II
Shareholder Approval

The shareholders of Free To Be Me Products Inc were required to approve the Plan of Merger. Free To Be Me Products Inc had 32,968 shares of Common Stock issued and outstanding and entitled to vote on the Plan of Merger. On June 24, 2013, the shareholders of Free To Be Me Products Inc cast 32,968 votes in favor of the Plan of Merger, which was sufficient for approval. On June 25, 2013, the Plan of Merger was also approved by Free To Be Me Products Inc, as the sole stockholder of WarmZe, Inc.

ARTICLE III
Subsidiary Merger

Immediately prior to the Merger, Free To Be Me Products Inc owned 100% of the outstanding shares of WarmZe, Inc.

ARTICLE IV
Effective Date

Pursuant to Sections 607.1105(1)(b) and 607.0123(2) of the FBCA and in accordance with Section 607.1104(3) of the FBCA, these Articles of Merger and the merger of Free To Be Me Products Inc with and into WarmZe, Inc. shall be effective immediately at the time of filing on the date of filing.

ARTICLE V
Address of Principal Office of Surviving Entity

The principal address of WarmZe, Inc., the surviving entity, is 9690 South 300 West, Suite 320H, Sandy, Utah 84070.

[signature page follows]

IN WITNESS WHEREOF, WarmZc, Inc., as the surviving entity in the Merger, certifies to the truth of the facts stated in these Articles of Merger and executes and delivers these Articles of Merger on June 25, 2013.

WarmZc, Inc.
a Delaware corporation

By: Muhammad Chirish

Name: Muhammad Chirish

Title: CEO

Exhibit A

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER is made as of June 25, 2013 (this "Agreement") by and between WarmZe, Inc., a Delaware corporation, and Free To Be Me Products Inc, a Florida corporation. WarmZe, Inc. and Free To Be Me Products Inc are sometimes referred to herein as the "Constituent Corporations." WarmZe, Inc. is a wholly owned subsidiary of Free To Be Me Products Inc

RECITALS

A. Free To Be Me Products Inc is a corporation duly organized and existing under the laws of the State of Florida and has an authorized capital of 1,000,000 shares of common stock, no par value ("Common Stock"). As of the date hereof, 32,968 shares of Common Stock were issued and outstanding.

B. WarmZe, Inc. is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 10,000,000 shares, all of which are designated "Common Stock," with a par value of \$0.001. As of the date hereof, 10 shares of Common Stock were issued and outstanding, all of which are held by Free To Be Me Products Inc

C. It is the intent of this Agreement that the merger provided for herein shall be pursuant to the applicable laws of the State of Florida and the State of Delaware and shall qualify as a reorganization as defined in Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

D. The Board of Directors of Free To Be Me Products Inc has determined that, for the purpose of effecting the reincorporation of Free To Be Me Products Inc in the State of Delaware, it is advisable and in the best interests of Free To Be Me Products Inc and its shareholders that Free To Be Me Products Inc merge with and into WarmZe, Inc. upon the terms and conditions herein provided.

E. The respective Boards of Directors of WarmZe, Inc. and Free To Be Me Products Inc have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective shareholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, WarmZe, Inc. and Free To Be Me Products Inc hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

1. MERGER

1.1 **Merger.** In accordance with the provisions of this Agreement, the Delaware General Corporation Law ("Delaware Law") and the Florida Business Corporation Act ("Florida Law"), Free To Be Me Products Inc shall be merged with and into WarmZe, Inc. (the "Merger"), the

separate existence of Free To Be Me Products Inc shall cease and WarmZe, Inc. shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be WarmZe, Inc.

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and the Merger shall have been adopted and approved by the shareholders of each Constituent Corporation in accordance with the requirements of Delaware Law and Florida Law;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of Delaware Law shall have been filed with the Secretary of State of the State of Delaware; and

(d) Executed Articles of Merger meeting the requirements of Florida Law shall have been filed with the Florida Department of State (the "Florida Department of State").

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Time."

1.3 Effect of the Merger. Upon the Effective Time, the separate existence of Free To Be Me Products Inc shall cease, and WarmZe, Inc., as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Time, (ii) shall be subject to all actions previously taken by its and Free To Be Me Products Inc's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Free To Be Me Products Inc in the manner as more fully set forth in Section 259 of Delaware Law, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Time, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Free To Be Me Products Inc in the same manner as if WarmZe, Inc. had itself incurred them, all as more fully provided under the applicable provisions of Delaware Law and Florida Law.

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of WarmZe, Inc. as in effect immediately prior to the Effective Time (the "Certificate of Incorporation") shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of WarmZe, Inc. as in effect immediately prior to the Effective Time (the "Bylaws") shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of WarmZe, Inc. immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation or the Bylaws.

3. MANNER OF CONVERSION OF STOCK

3.1 Free To Be Me Products Inc Common Stock. At the Effective Time, each share of Free To Be Me Products Inc Common Stock issued and outstanding immediately prior thereto, other than Dissenting Shares (as hereinafter defined), shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for ten (10) fully paid and non-assessable shares of Common Stock, \$0.001 par value, of the Surviving Corporation.

3.2 WarmZe, Inc. Common Stock. At the Effective Time, each share of Common Stock, \$0.001 par value, of WarmZe, Inc. issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by WarmZe, Inc., the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.3 Options, Warrants, Convertible Notes and Other Rights. At the Effective Time, each option, warrant, convertible note or other right to purchase one (1) share of Free To Be Me Products Inc Common Stock, without any further action, shall be converted into an option, warrant, convertible note or other right to purchase ten (10) shares of WarmZe, Inc. Common Stock.

3.4 Exchange of Certificates.

(a) After the Effective Time, each holder of a certificate representing outstanding shares of Free To Be Me Products Inc Common Stock may, at such shareholder's option, surrender the same for cancellation to an exchange agent whose name will be delivered to holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Free To Be Me Products Inc Common Stock shall be deemed for all purposes to represent the number of whole shares of the Surviving Corporation's Common Stock into which such shares of Free To Be Me Products Inc Common Stock were converted in the Merger.

(b) The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

(c) Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Free To Be Me Products Inc so converted and given in exchange

therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

(d) If any certificate for shares of the Surviving Corporation's Common Stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

4. DISSENTING SHARES

Notwithstanding any provision of this Agreement to the contrary, including Article 3, shares of Free To Be Me Products Inc Common Stock issued and outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of adoption of this Agreement or consented thereto in writing and who has properly exercised appraisal rights of such shares of Free To Be Me Products Inc Common Stock in accordance with Section 607.1321 of the Florida Law (such shares being referred to collectively as the "Dissenting Shares" until such time as such holder fails to perfect or otherwise loses such holder's appraisal rights under Florida Law with respect to such shares) shall not be converted into a right to receive shares of the Surviving Corporation Common Stock, but instead shall be entitled to only such rights as are granted by Florida Law; provided, however, that if, after the Effective Time, such holder fails to perfect, withdraws or loses such holder's right to appraisal pursuant to Florida Law or if a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided by Florida Law, such shares of Free To Be Me Products Inc Common Stock shall be treated as if they had been converted as of the Effective Time into the right to receive the Surviving Corporation Common Stock in accordance with Article 3, without interest thereon, upon surrender of such certificates formerly representing such shares pursuant to Section 3.4 above.

5. GENERAL

5.1 Covenants of WarmZe, Inc. WarmZe, Inc. covenants and agrees that it will, on or before the Effective Time:

(a) Pursuant to Section 607.1107 of the Florida Law, (i) appoint the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of Free To Be Me Products Inc and (ii) promptly pay to the dissenting shareholders of Free To Be Me Products Inc the amount, if any, to which they are entitled under Section 607.1302 of the Florida Law;

(b) File any and all documents with the appropriate tax authority of the State of Florida necessary for the assumption by WarmZe, Inc. of all of the corporate or franchise tax liabilities of Free To Be Me Products Inc; and

(c) Take such other actions as may be required by Florida Law.

5.2 Further Assurances. From time to time, as and when required by WarmZe, Inc. or by its successors or assigns, (a) there shall be executed and delivered on behalf of Free To Be Me Products Inc such deeds and other instruments, and there shall be taken or caused to be taken by WarmZe, Inc. and Free To Be Me Products Inc such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by WarmZe, Inc. the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Free To Be Me Products Inc and otherwise to carry out the purposes of this Agreement, and (b) the officers and directors of WarmZe, Inc. are fully authorized in the name and on behalf of Free To Be Me Products Inc or otherwise to take any and all such actions and to execute and deliver any and all such deeds and other instruments as they deem necessary or appropriate.

5.3 Abandonment. At any time before the Effective Time, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Free To Be Me Products Inc or WarmZe, Inc., or both, notwithstanding the approval of this Agreement by the shareholders of Free To Be Me Products Inc or by the sole stockholder of WarmZe, Inc., or by both.

5.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware and the Florida Department of State, provided that subsequent to the adoption of this Agreement by the shareholders of either Constituent Corporation, this Agreement shall not be amended except in compliance with Florida Law and Delaware Law.

5.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is located at 615 South DuPont Highway, Kent County, Dover, Delaware 19901, and National Corporate Research, Ltd. is the registered agent of the Surviving Corporation at such address.

5.6 Merger Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation and copies thereof will be furnished to any shareholder of either Constituent Corporation, upon request and without cost.

5.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of Florida Law.

5.8 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 and all of which together shall constitute one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, this Agreement and Plan of Merger, having first been approved by resolutions of the Boards of Directors of WarmZe, Inc. and Free To Be Me Products Inc, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

WARMZE, INC.
a Delaware corporation

By: Mauroed Christy
Name: Mauroed Christy
Title: CEO

FREE TO BE ME PRODUCTS INC
a Florida corporation

By: Mauroed Christy
Name: Mauroed Christy
Title: CEO

[Signature Page to Agreement of Merger]