

P190000037716

(Requestor's Name)

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(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

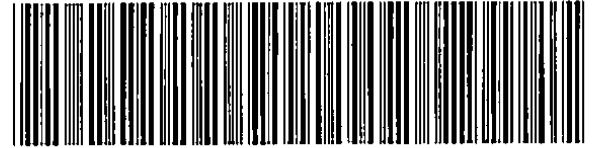
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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ALBRITTON

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Sundate Research
Requester's Name

Address

City/State/Zip

Phone #

686-5451

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CORPORATION NAME(S) & DOCUMENT NUMBER(S). (If known):

1. LD Security Systems, Inc.
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

☒ Walk in

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☐ Mail out

☐ Will wait

☒ Photocopy

☐ Certified Copy

☐ Certificate of Status

NEW FILINGS

- ☐ Profit
- ☐ Not for Profit
- ☐ Limited Liability
- ☐ Domestication
- ☐ Other

AMENDMENTS

- ☐ Amalgamation
- ☐ Resignation of H.A., Officer/Director
- ☐ Change of Registered Agent
- ☒ Dissolution/Withdrawal
- ☒ Merger

OTHER FILINGS

- ☐ Annual Report
- ☐ Fictitious Name

REGISTRATION/QUALIFICATION

- ☐ Foreign
- ☐ Limited Partnership
- ☐ Reinstatement
- ☐ Trademark
- ☐ Other

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)
LD Security Systems, Inc.	Florida	P19000037716

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
LD Security Systems, Inc.	New York	596716

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 7/1/19.

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 7/1/19.

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

LD Security Systems, Inc.

2502

Lawrence Dolin, President

LD Security Systems, Inc.

27h5

Lawrence Dolin, President

AGREEMENT AND PLAN OF MERGER OF
LD SECURITY SYSTEMS, INC., a New York Corporation
into
LD SECURITY SYSTEMS, INC., a Florida Corporation

THIS AGREEMENT AND PLAN OF MERGER (the "**Plan**") is made and entered into as of this 1st day of July, 2019 by and between LD SECURITY SYSTEMS, INC., a New York Corporation duly organized and existing under the laws of the State of New York, having an office at 11 Sands Court, Port Washington, New York 11050 ("**LD SECURITY SYSTEMS, INC., a New York Corporation**"), and LD SECURITY SYSTEMS, INC., a Florida Corporation, having an office located at 176 Viera Drive, Palm Beach Gardens, Florida 33418 ("**LD SECURITY SYSTEMS, INC., a Florida Corporation**").

WHEREAS, the authorized capital stock of LD SECURITY SYSTEMS, INC., a New York Corporation consists of 1,000 shares of common stock, No Par value, of which 1000 shares were issued and are outstanding as of the date hereof;

WHEREAS, the authorized capital stock of LD SECURITY SYSTEMS, INC., a Florida Corporation consists of 1,000 shares of common stock, No Par value, of which 1000 shares were issued and are outstanding as of the date hereof;

WHEREAS, the Board of Directors of LD SECURITY SYSTEMS, INC., a New York Corporation and the Board of Directors of LD SECURITY SYSTEMS, INC., a Florida Corporation have deemed it advisable and to the advantage of the two business entities to merge into LD SECURITY SYSTEMS, INC., a Florida Corporation upon the terms and conditions herein;

WHEREAS, LD SECURITY SYSTEMS, INC., a New York Corporation and LD SECURITY SYSTEMS, INC., a Florida Corporation intend that the merger contemplated hereby qualify as a tax-free reorganization within the meaning of §368(a)(1) of the Internal Revenue Code of 1986, as amended; and,

WHEREAS, the Board of Directors of LD SECURITY SYSTEMS, INC., a New York Corporation and the Board of Directors of LD SECURITY SYSTEMS, INC., a Florida Corporation have approved the Plan and have directed that this Plan be submitted to a vote of the shareholders of LD SECURITY SYSTEMS, INC., a New York Corporation and LD SECURITY SYSTEMS, INC., a Florida Corporation.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, LD SECURITY SYSTEMS, INC., a New York Corporation and LD SECURITY SYSTEMS, INC., a Florida Corporation agree to merge in accordance with the following plan:

1. The above "whereas" clauses are incorporated by reference and made a part hereof.

MERGER

2. Both LD SECURITY SYSTEMS, INC., a New York Corporation and LD SECURITY SYSTEMS, INC., a Florida Corporation shall be merged with and into LD SECURITY SYSTEMS, INC., a Florida Corporation, and LD SECURITY SYSTEMS, INC., a Florida Corporation shall survive the merger, all as, and with the effect, provided by the corporation laws of the State of Florida and this Plan.

As soon as practicable after the shareholders of LD SECURITY SYSTEMS, INC., a New York Corporation and the shareholders of LD SECURITY SYSTEMS, INC., a Florida Corporation shall approve this Plan, an appropriate Certificate of Merger shall be signed, verified and delivered for filing with the Secretary of the State of Florida.

This Plan shall become effective for purposes of all applicable law at the close of business on the date of filing of the Certificate of Merger with the Florida Secretary of State (the "Effective Date").

DIRECTORS AND OFFICERS AND GOVERNING DOCUMENTS

3. The Certificate of Incorporation of LD SECURITY SYSTEMS, INC., a Florida Corporation shall continue to be the Certificate of Incorporation of LD SECURITY SYSTEMS, INC., a Florida Corporation as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws. The By-laws of LD SECURITY SYSTEMS, INC., a Florida Corporation, as in effect as of the Effective Date, shall continue to be the By-laws of LD SECURITY SYSTEMS, INC., a Florida Corporation as the surviving corporation without change or amendment until the same shall be altered, repealed or amended in accordance with the provisions thereof and applicable laws.

4. The first annual meeting of the Directors of LD SECURITY SYSTEMS, INC., a Florida Corporation held after the date when the merger becomes effective, shall be the annual meeting provided or to be provided by the By-laws thereof for the year 2019.

5. The first annual meeting of the Shareholders of LD SECURITY SYSTEMS, INC., a Florida Corporation to be held after the date when the merger shall become effective may be called or may convene in the manner provided in the By-Laws of LD SECURITY SYSTEMS, INC., a Florida Corporation and may be held at the time and place specified in the notice of the meeting.

6. All persons who shall be officers of LD SECURITY SYSTEMS, INC., a Florida Corporation on the Effective Date shall continue to be such officers.

7. All persons who shall be directors of LD SECURITY SYSTEMS, INC., a Florida Corporation on the Effective Date shall continue to be such directors.

RIGHTS AND LIABILITIES

8. Upon the Effective Date, LD SECURITY SYSTEMS, INC., a Florida Corporation shall thereafter, consistently with its certificate of incorporation as altered or established by the merger, possess all the rights, privileges, immunities, powers and purposes of each of the constituent corporations. All the property, real and personal, including subscriptions to shares, causes of action and every other asset of each LD SECURITY SYSTEMS, INC., a New York Corporation and LD SECURITY SYSTEMS, INC., a Florida Corporation, shall vest in LD SECURITY SYSTEMS, INC., a Florida Corporation without further act or deed. LD SECURITY SYSTEMS, INC., a Florida Corporation shall assume and be liable for all the liabilities, obligations and penalties of each of the constituent entities. No liability or obligation due or to become due, claim or demand for any cause existing against any such constituent entity, or any shareholder, member, officer or director thereof, shall be released or impaired by such merger. No action or proceeding, whether civil or criminal, then pending by or against any such constituent entity, or any shareholder, member, officer or director thereof, shall abate or be discontinued by such merger, but may be enforced, prosecuted, settled or compromised as if such merger had not occurred, or LD SECURITY SYSTEMS, INC., a Florida Corporation may be substituted in such action or special proceeding in place of LD SECURITY SYSTEMS, INC., a New York Corporation.

FURTHER ASSURANCES

9. From time to time, as and when required by LD SECURITY SYSTEMS, INC., a Florida Corporation, there shall be executed and delivered on behalf of each of LD SECURITY SYSTEMS, INC., a New York Corporation and LD SECURITY SYSTEMS, INC., a Florida Corporation such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other actions, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in LD SECURITY SYSTEMS, INC., a Florida Corporation the title to and possession of powers, franchises and authority of each of LD SECURITY SYSTEMS, INC., a New York Corporation and LD SECURITY SYSTEMS, INC., a Florida Corporation and otherwise to carry out the purposes of this Plan, and the officers and directors of LD SECURITY SYSTEMS, INC., a Florida Corporation are fully authorized in the name and on behalf of each of LD SECURITY SYSTEMS, INC., a New York Corporation and LD SECURITY SYSTEMS, INC., a Florida Corporation or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

SHARES OF STOCK OF LD SECURITY SYSTEMS, INC., A NEW YORK CORPORATION

10. Upon the Effective Date, by virtue of this Plan, and without any action on the part of the holder thereof, each Share of the issued and outstanding common stock of LD SECURITY SYSTEMS, INC., a New York Corporation held has of record immediately prior to the Effective Date shall be changed and converted into one share of common stock of LD SECURITY SYSTEMS, INC., a Florida Corporation.

SHARES OF STOCK OF LD SECURITY SYSTEMS, INC., a Florida Corporation

11. Upon the Effective Date without any action on the part of the holder thereof, each share of issued and outstanding common stock of LD SECURITY SYSTEMS, INC. a Florida Corporation held as of record immediately prior to the Effective Date shall retain the status of an authorized share of common stock of LD SECURITY SYSTEMS, INC., a Florida Corporation

STOCK CERTIFICATE

12. At and after the Effective Date, each certificate representing shares of Common Stock of LD SECURITY SYSTEMS, INC., a New York Corporation shall be exchanged for certificates representing an equal number of Shares of LD SECURITY SYSTEMS, INC., a Florida Corporation. Promptly upon such exchange, LD SECURITY SYSTEMS, INC., a Florida Corporation shall cause to be canceled and retired each such certificate representing shares of Common Stock of LD SECURITY SYSTEMS, INC., a New York Corporation that have been exchanged pursuant this paragraph. Until so exchanged, canceled and retired, each such certificate, upon and after the Effective Date, shall be deemed for all purposes, other than the payment of dividends or other distributions, if any, to shareholders, to represent the number of shares of Common Stock of LD SECURITY SYSTEMS, INC., a New York Corporation represented thereby.

EMPLOYEE BENEFIT PLANS

13. As of the Effective Date, LD SECURITY SYSTEMS, INC., a Florida Corporation shall assume all obligations of LD SECURITY SYSTEMS, INC., a New York Corporation under any and all employee benefit plans in effect as of such time or with respect to which employee rights or accrued benefits are outstanding as of such time.

BOOK ENTRIES

14. As of the Effective Date, entries shall be made upon the books of LD SECURITY SYSTEMS, INC., a Florida Corporation in respect of this Agreement and Plan of Merger.

The assets and liabilities of LD SECURITY SYSTEMS, INC., a New York Corporation immediately prior to the Effective Date shall be recorded on the books of LD SECURITY SYSTEMS, INC., a Florida Corporation at the same amounts at which they were carried on the books of LD SECURITY SYSTEMS, INC., A NEW YORK CORPORATION immediately prior to the Effective Date.

There shall be credited as stated capital in respect of the Common Stock of LD SECURITY SYSTEMS, INC., a Florida Corporation the aggregate amount of the par value of all share of Common Stock of LD SECURITY SYSTEMS, INC., a New York Corporation issued as a result of the conversion of the outstanding shares of Common Stock of LD SECURITY SYSTEMS, INC., a New York Corporation into Common Shares of Stock of LD SECURITY

SYSTEMS, INC., a Florida Corporation pursuant to this Agreement and Plan of Merger.

There shall be credited as surplus in respect of retained earnings of LD SECURITY SYSTEMS, INC., a Florida Corporation the amount carried in the retained earnings account of LD SECURITY SYSTEMS, INC., a New York Corporation immediately prior to the Effective Date.

APPOINTMENT OF AGENT

15. LD SECURITY SYSTEMS, INC., a Florida Corporation hereby consents to service of process in the State of Florida in any action or special proceeding for the enforcement of any liability or obligation of LD SECURITY SYSTEMS, INC., a New York Corporation and LD SECURITY SYSTEMS, INC., a Florida Corporation and hereby irrevocable appoints Lawrence Dolin as LD SECURITY SYSTEMS, INC., a Florida Corporation's agent to accept service of process in any action or special proceeding for the enforcement of any such liability or obligation. The address to which a copy of such process shall be mailed to LD SECURITY SYSTEMS, INC., a Florida Corporation, c/o Lawrence Dolin 176 Viera Drive, Palm Beach Gardens, Florida 33418.

AMENDMENT

16. At any time before or after approval and adoption by the shareholders of LD SECURITY SYSTEMS, INC., a New York Corporation and the shareholders of LD SECURITY SYSTEMS, INC., a Florida Corporation and prior to the Effective Date, this Agreement and Plan of Merger may be amended in any manner as may be determined in the judgment of the Board of Directors of LD SECURITY SYSTEMS, INC., a New York Corporation and LD SECURITY SYSTEMS, INC., a Florida Corporation to be necessary, desirable or expedient; provided, however, that, after approval of the shareholders of LD SECURITY SYSTEMS, INC., a New York Corporation and LD SECURITY SYSTEMS, INC., a Florida Corporation, such amendment may not materially and adversely affect the rights and interests of the shareholders of LD SECURITY SYSTEMS, INC., a New York Corporation and members of LD SECURITY SYSTEMS, INC., a Florida Corporation.

ABANDONMENT

17. At any time before the Effective Date, this Agreement and Plan of Merger may be terminated and the merger may be abandoned by the Board of Directors of LD SECURITY SYSTEMS, INC., a New York Corporation or LD SECURITY SYSTEMS, INC., a Florida Corporation or both, notwithstanding approval of this Agreement and Plan of Merger by the shareholders of LD SECURITY SYSTEMS, INC., a New York Corporation or LD SECURITY SYSTEMS, INC., a Florida Corporation or any of them.

COUNTERPARTS

18. This Plan may be executed in one or more counterparts, which, when taken together, shall constitute the original complete document and any signatures on this Plan by facsimile/electronic transmission shall be deemed as originals. Copies of this Plan including the signatures thereon shall be deemed original and may be used as originals for all purposes.

MISCELLANEOUS PROVISIONS

19. The merger shall have the effect specified in the Florida State Business Corporate law, as amended.

20. LD SECURITY SYSTEMS, INC., a Florida Corporation shall pay all the expenses of carrying this plan into effect and of accomplishing the merger.

21. Waiver and Modification. The failure of the parties hereto, to enforce at any time any of the provisions of this Agreement will not be construed to be a waiver of the provisions or the right to enforce the provisions subsequently. No modifications, amendments, supplements to or waiver of this Agreement, or any part hereof, shall be binding upon the parties hereto unless made in writing and executed by the duly authorized officers of the parties hereto. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement on any one occasion shall be construed to be a waiver of any similar right or condition on a subsequent occasion. No delay in exercising any rights hereunder shall be deemed to be a waiver of such rights.

22. Severability. If any provision of this Agreement is held invalid by a Court of competent jurisdiction, this invalidity will not affect the other provisions of this Agreement and to this end the provisions of this Agreement and their application are hereby declared to be severable.

23. Successors and Assigns. This Agreement shall inure to the benefit of, be enforceable by and binding upon the parties and their successors and permitted assigns.

24. Agreement not Assignable. Except as provided herein, neither this Agreement nor any right pursuant hereto nor interest herein shall be assignable by either party without the prior written consent of the other. Except as provided herein, any purported assignment without the mutual consent of the parties shall be void and of no force or effect.

25. Governing Law. This Agreement shall be subject to and governed by and construed according to the laws of the State of Florida of the United States of America and without regard to provisions and principles regarding Choice of Law or Conflict of Laws. The venue for all legal actions, proceedings or claims, whether in equity or under law, shall be in the courts of the State of Florida, County of Palm Beach. The parties hereto consent and agree to submit to the said venue and jurisdiction of the courts situated in the State of Florida for the resolution of disputes arising out of or in relation to this Agreement. In the event that any dispute arising out of this Agreement is referred for resolution to a court of competent jurisdiction, all expenses and costs (including reasonable attorneys' fees) incurred by the prevailing party shall be borne by the losing party.

26. Headings. The headings in this Agreement are inserted for convenience only and shall not be considered in interpreting the provisions hereof.

27. Creditors. None of the provisions of this Agreement shall be for the benefit of or enforced by any creditor of the Company or any Member.

28. Remedies Cumulative. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

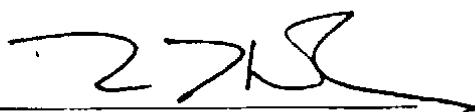
29. Incorporation by Reference. Every exhibit, schedule and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

30. Further Action. Each party hereto and officer thereof agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement.

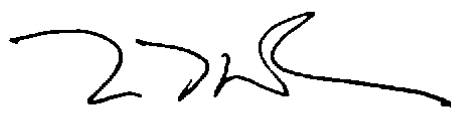
31. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

IN WITNESS WHEREOF, this Plan has been subscribed on behalf of LD SECURITY SYSTEMS, INC., a Florida Corporation on July 1, 2019, and on behalf of LD SECURITY SYSTEMS, INC., a New York Corporation, on July 1, 2019 by the undersigned duly authorized officers of each said corporations, the Plan already having been duly adopted by the board of directors of each said corporation.

LD SECURITY SYSTEMS, INC.,
a New York Corporation.

By: 
Name: Lawrence Dolin
Title: President

LD SECURITY SYSTEMS, INC.,
A Florida Corporation

By: 
Name: Lawrence Dolin
Title: President