

G30131

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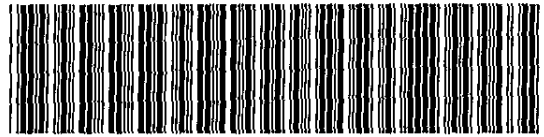
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Merger

1.) Chicago Cutlery, Inc. into World Kitchen (GHC), LLC
(CORPORATE NAME & DOCUMENT #)

2.) _____
(CORPORATE NAME & DOCUMENT #)

3.) _____
(CORPORATE NAME & DOCUMENT #)

4.) _____
(CORPORATE NAME & DOCUMENT #)

5.) _____
(CORPORATE NAME & DOCUMENT #)

SPECIAL INSTRUCTIONS

NOTICE TO THE DIVISION OF CORPORATION

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ARTICLES OF MERGER
Merger Sheet

MERGING:

CHICAGO CUTLERY, INC. (G30131), A FLORIDA CORPORATION

INTO

WORLD KITCHEN (GHC), LLC, a Delaware entity not qualified in Florida.

File date: January 30, 2003, effective January 31, 2003

Corporate Specialist: Buck Kohr

ARTICLES OF MERGER
OF
Chicago Cutlery, Inc., a Florida corporation
WITH AND INTO

G-30131

World Kitchen (GHC), LLC, a Delaware limited liability company

To the Department of State
State of Florida

Pursuant to the provisions of Section 607.1109 of the Florida Business Corporation Act, Chicago Cutlery, Inc., a Florida corporation ("Chicago Cutlery"), and World Kitchen (GHC), LLC, a Delaware limited liability company ("GHC"), do hereby submit the following Articles of Merger.

FIRST: Attached hereto as Annex A and made a part hereof is the Agreement and Plan of Merger for merging Chicago Cutlery with and into GHC, with GHC as the surviving entity in such merger.

SECOND: The attached Agreement and Plan of Merger meets the requirements of Section 607.1108 of the Florida Business Corporation Act and the shareholders of Chicago Cutlery entitled to vote on the aforesaid Agreement and Plan of Merger approved and adopted the Agreement and Plan of Merger by unanimous written consent on January 30, 2003 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.

THIRD: The holders of membership interests in GHC entitled to vote on the aforesaid Agreement and Plan of Merger approved and adopted the Agreement and Plan of Merger by unanimous written consent on January 30, 2003 in accordance with the provisions of subsection (b) of Section 18-209 of the Delaware Limited Liability Company Act.

FOURTH: The merger of Chicago Cutlery with and into GHC is permitted by the laws of the jurisdiction of formation of GHC and has been authorized in compliance with said laws. The merger is not prohibited by the Certificate of Formation or limited liability company agreement of GHC. These Articles of Merger comply and were executed in accordance with the laws of the jurisdiction of incorporation or formation of each party to the merger.

FIFTH: The effective date and time of such merger shall be 11:59 a.m., Eastern Time, on January 31, 2003.

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SIXTH: The address of the principal office of GHC is as follows:

World Kitchen (GHC), LLC
c/o World Kitchen, Inc.
11911 Freedom Drive, Ste. 600
Reston, Virginia 20190
Attention: Legal Department

SEVENTH: GHC is hereby deemed to have appointed the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or the rights of dissenting shareholders of Chicago Cutlery.

EIGHTH: GHC hereby agrees to promptly pay to the dissenting shareholders of Chicago Cutlery the amount, if any, to which they are entitled under Section 607.1302 of the Florida Business Corporation Act.

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Executed as of the 30th day of January, 2003.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CHICAGO CUTLERY, INC.
(a Florida corporation):

By: 

Printed Name: Raymond J. Kulla

Title: Vice President and Secretary

WORLD KITCHEN (GHC), LLC
(a Delaware limited liability company):

By: WKI Holding Company, Inc., its sole
member

By: 

Printed Name: Raymond J. Kulla

Title: Vice President and Secretary

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of the 30th day of January, 2003, by and between WORLD KITCHEN (GHC), LLC, a Delaware limited liability company ("GHC" or the "Surviving LLC"), and CHICAGO CUTLERY, INC., a Florida corporation (the "Subsidiary Corporation") (both such entities being sometimes hereinafter referred to together as the "Constituent Entities").

WITNESSETH:

WHEREAS, GHC owns all of the issued and outstanding shares of capital stock of the Subsidiary Corporation and WKI Holding Company, Inc., a Delaware Corporation ("WKI"), owns all of the membership interests in GHC;

WHEREAS, WKI, as the sole member of GHC, has duly approved this Agreement in accordance with subsection (b) of Section 18-209 of the Delaware Limited Liability Company Act (the "Delaware LLC Act") and deems it advisable and in the best interests of GHC that the Subsidiary Corporation merge with and into GHC (the "Merger"), with GHC being the surviving entity in the Merger; and

WHEREAS, the board of directors of the Subsidiary Corporation and GHC, as the sole shareholder of the Subsidiary Corporation, have duly approved this Agreement in accordance with Section 607.1103 of the Florida Business Corporation Act and deem the Merger to be in the best interests of the Subsidiary Corporation;

NOW THEREFORE, in consideration of the mutual agreements herein contained, the Constituent Entities hereby agree that the Subsidiary Corporation shall be merged with and into GHC and that the terms and conditions of the Merger and the mode of carrying the Merger into effect shall be as hereinafter set forth:

ARTICLE I

MERGER; SURVIVING LLC

The Subsidiary Corporation shall be merged at the Effective Time (as defined in Section 2.1 hereof) with and into GHC in accordance with the provisions of the Delaware LLC Act and the Florida Business Corporation Act and the separate corporate existence of the Subsidiary Corporation shall cease. GHC shall survive the Merger and shall continue to be governed by the Delaware LLC Act. Its name shall continue to be "World Kitchen (GHC), LLC." Its registered office in the State of Delaware shall be located at 1209 Orange Street, Wilmington, County of

New Castle, Delaware 19801 and its registered agent in Delaware shall be The Corporation Trust Company.

ARTICLE 2

TERMS AND CONDITIONS

The terms and conditions of the Merger, and the mode of carrying it into effect, are as follows:

- (a) Effective Time. The Merger shall become effective in accordance with the Delaware LLC Act and the Florida Business Corporation Act at 11:59 a.m., Eastern Time, on January 31, 2003 (the "Effective Time").
- (b) Effect of Merger. At the Effective Time, the Merger shall have the effects provided for herein, in Section 18-209(g) of the Delaware LLC Act and in Section 607.11101 of the Florida Business Corporation Act.
- (c) Certificate of Formation. The Certificate of Formation of GHC, as in effect at the Effective Time, shall continue unchanged and in full force and effect as the Certificate of Formation of the Surviving LLC until the same shall be altered, amended or repealed according to the provisions thereof and applicable law.
- (d) Limited Liability Company Agreement. The Limited Liability Company Agreement of GHC, as in effect at the Effective Time, shall continue unchanged and in full force and effect as the Limited Liability Company Agreement of the Surviving LLC until the same shall thereafter be altered, amended or repealed according to the provisions thereof and applicable law.
- (e) Officers of Surviving LLC. The officers of GHC in office at the Effective Time shall continue in office as and shall be the officers of the Surviving LLC for their respective terms of office and until their successors are elected or appointed and qualified in accordance with the Limited Liability Company Agreement of the Surviving LLC.
- (f) Compliance with Plan of Reorganization: Third-Party Beneficiaries. It is the intent of the Constituent Entities that this Agreement and the Merger comply with the terms of the Second Amended Joint Plan of Reorganization of World Kitchen, Inc., its Parent Corporation and its Subsidiary Debtors, dated November 15, 2002, as modified (the "Plan of Reorganization"). The Surviving LLC hereby expressly agrees that it shall perform the obligations of the Subsidiary Corporation pursuant to the Plan of Reorganization to pay or otherwise satisfy the Allowed Claims (as defined in the Plan of Reorganization) against the Subsidiary Corporation. Creditors of the Subsidiary Corporation shall be express third-party beneficiaries of this Section 2.6 to the extent necessary to enforce rights granted in the Plan of Reorganization against the Subsidiary Corporation and the Surviving LLC.

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TALLAHASSEE, FLORIDA
EFFECTIVE DATE

- (g) Further Assurances. If, at any time after the Effective Time, the Surviving LLC shall determine or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving LLC, the title to any property or rights of the Subsidiary Corporation acquired or to be acquired by reason of, or as a result of, the Merger, the Subsidiary Corporation and its proper officers and directors shall and will execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving LLC and otherwise to carry out the purpose of this Agreement. The proper officers and directors the Subsidiary Corporation and the proper officers and directors of GHC are fully authorized in the name of the Subsidiary Corporation or otherwise to take any and all such action.

ARTICLE 3

CONVERSION OF SHARES

The manner and basis of effecting the Merger with respect to shares and certificates of the Constituent Entities shall be as follows:

- (h) Stock of the Subsidiary Corporation. At the Effective Time, all of the shares of capital stock of the Subsidiary Corporation issued and outstanding immediately prior to the Effective Time, all shares of capital stock of the Subsidiary Corporation held in the treasury of the Subsidiary Corporation, if any, and all rights to acquire shares of capital stock of the Subsidiary Corporation, if any, shall, without further act of the Subsidiary Corporation or any holder thereof, and without further act of GHC or any member thereof, be cancelled and retired and shall cease to exist, without any consideration being payable therefor. At the Effective Time, the separate corporate existence of the Subsidiary Corporation shall cease, thereby terminating any authority for the further issuance of shares by the Subsidiary Corporation.
- (i) Membership Interests in GHC. At the Effective Time, each membership interest in GHC and all rights in respect thereof shall remain unchanged as an equivalent membership interest in the Surviving LLC.

ARTICLE 4

ABANDONMENT OF MERGER

This Agreement may be terminated and abandoned by duly authorized action of either of the Constituent Entities at any time prior to the Effective Time. In furtherance and not in limitation of the foregoing, the Merger may be abandoned and this Agreement terminated in the event that at or before the Effective Time the Constituent Entities shall not have received any approvals as may be required for the Merger.

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TALLAHASSEE, FLORIDA
1/31/03
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ARTICLE 5

HEADINGS

The headings of the articles, sections and paragraphs of this Agreement are inserted for convenience of reference only and shall in no way restrict or otherwise affect the construction of the terms and provisions hereof.

ARTICLE 6

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be original, but such counterparts together constitute but one and the same instrument.

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TALLAHASSEE, FLORIDA
1/21/03
ENTERING OFFICE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

WORLD KITCHEN (GHC), LLC
(a Delaware limited liability company):

By: WKI Holding Company, Inc., its sole member

By: 

Printed Name: Raymond J. Kulla

Title: Vice President and Secretary

CHICAGO CUTLERY, INC.
(a Florida corporation):

By: 

Printed Name: Raymond J. Kulla

Title: Vice President and Secretary

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