

G 93406

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03 APR 23 AM 11:15
DIVISION OF CORPORATION

FILED
2003 APR 23 AM 11:48
TALLAHASSEE, FLORIDA

C. Coulliette APR 23 2003

CT CORPORATION

April 23, 2003

Secretary of State, Florida
409 East Gaines Street
Tallahassee FL 32399

Re: Order #: 5832353 SO
Customer Reference 1:
Customer Reference 2:

Dear Secretary of State, Florida:

Please file the attached:

Costa Del Mar Sunglasses, Inc. (FL)
Merger (Survivor)
Florida

Please return a certified copy along with regular evidence.

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to my attention.

If for any reason the enclosed cannot be filed upon receipt, please contact me immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,

Jeffrey J Netherton
Sr. Fulfillment Specialist
Jeff_Netherton@cch-lis.com

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

ARTICLES OF MERGER
Merger Sheet

MERGING:

SHADE SUNGLASSES, INC., a Florida corporation, P03000042081

INTO

COSTA DEL MAR SUNGLASSES, INC., a Florida entity, G93406

File date: April 23, 2003

Corporate Specialist: Cheryl Coulliette

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, F.S.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Costa Del Mar Sunglasses, Inc.	Florida	G93406

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Shade Sunglasses, Inc.	Florida	P03000042081

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 in the future.)

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 April 17, 2003.

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 April 15, 2003.

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)

FILED
2003 APR 23 AM 11:48
CLERK OF STATE
TALLAHASSEE, FLORIDA

Name of Corporation

Typed or Printed Name of Individual & Title

Raymond L. Dugan Ray

Raymond L. Ferguson, President

Inc.

John T. Ruggieri

John T. Ruggieri, Treasurer

PLAN OF MERGER

THIS PLAN OF MERGER (this "Plan of Merger") is made as of April 21, 2003 by and between Costa Del Mar Sunglasses, Inc., a Florida corporation ("CDMS"), and Shade Sunglasses, Inc., a Florida corporation ("Shade"). CDMS and Shade are hereinafter sometimes collectively referred to as the "Constituent Corporations."

RECITALS

A. CDMS was incorporated on March 27, 1984. Its current authorized capital stock consists of 50,000 shares of common stock, no par value ("CDMS Common Stock"), of which 33,902 shares are issued and outstanding.

B. Shade was incorporated on April 15, 2003. Its current authorized capital stock consists of 50,000 shares of common stock, no par value ("Shade Common Stock"), of which 100 shares are issued and outstanding.

The respective Boards of Directors of CDMS and Shade deem it advisable and advantageous to each such corporation and its respective shareholders that Shade merge with and into CDMS;

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization set forth in this Plan of Merger and do hereby agree that Shade shall merge with and into CDMS on the following terms, conditions and other provisions:

1. **MERGER AND EFFECTIVE TIME.** Upon the filing of the Articles of Merger with the Department of State of the State of Florida (the "Effective Time"), Shade shall be merged with and into CDMS (the "Merger"), and CDMS shall be the surviving corporation of the Merger (the "Surviving Corporation").

2. **EFFECT OF MERGER.** At the Effective Time, the separate corporate existence of Shade shall cease; the corporate identity, existence, powers, rights and immunities of CDMS as the Surviving Corporation shall continue unimpaired by the Merger; and the Surviving Corporation shall succeed to and shall possess all the assets, properties, rights, privileges, powers, franchises, immunities and purposes, and be subject to all the debts, liabilities, obligations, restrictions and duties of Shade, all without further act or deed.

3. **GOVERNING DOCUMENTS.** At the Effective Time, the Articles of Incorporation of Shade (as amended to establish the name of the Surviving Corporation as "Costa Del Mar Sunglasses, Inc.") shall become the Articles of Incorporation of the Surviving Corporation, and the Bylaws of Shade in effect immediately prior to the Effective Time shall become the Bylaws of the Surviving Corporation.

4. **DIRECTORS AND OFFICERS.** At the Effective Time, the directors and officers of the Surviving Corporation shall be as set forth on Exhibit A hereto, and after the Effective Time shall serve in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

5. **CONVERSION OF SHARES OF CDMS.** Subject to the terms and conditions of that certain Agreement and Plan of Merger, by and among A.T. Cross Company, Shade and CDMS, dated as of the date of the Effective Time (the "Agreement"), at the Effective Time, each share of CDMS Common Stock outstanding immediately prior thereto shall be automatically changed and converted into the right to receive a cash amount of not less than \$200 per share. An additional pro rata distribution will be made to shareholders of the increment of the purchase price, if any, remaining after giving effect to certain adjustments, holdbacks and transaction expenses related to the consummation of the transactions contemplated hereunder. A description of these adjustments has been provided to the shareholders.

6. **CONVERSION OF SHARES OF SHADE.** Subject to the terms and conditions of the Agreement, at the Effective Time, each share of Shade Common Stock outstanding immediately prior thereto shall be automatically changed and converted into one (1) fully paid and nonassessable, issued and outstanding share of the Surviving Corporation ("Surviving Corporation Common Stock"), no par value per share.

7. **STOCK CERTIFICATES.** At and after the Effective Time, all of the outstanding certificates that, prior to that date, represented shares of Shade Common Stock shall be deemed for all purposes to evidence ownership of and to represent the number of shares of Surviving Corporation Common Stock into which such shares of Shade Common Stock are converted as provided herein. The registered owner on the books and records of Shade of any such outstanding stock certificate for Shade Common Stock shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Surviving Corporation or its transfer agent, be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of the Surviving Corporation evidenced by such outstanding certificates as above provided. At and after the Effective Time, all of the outstanding certificates that, prior to that date, represented shares of CDMS Common Stock shall be deemed for all purposes to evidence the right to receive the Per Share Amount in accordance with the Agreement.

8. **FRACTIONAL SHARES.** No fractional shares of Surviving Corporation Common Stock will be issued in connection with the Merger. In lieu thereof, the Surviving Corporation shall pay each shareholder of Shade who would otherwise be entitled to receive a fractional share of Surviving Corporation Common Stock (assuming the aggregation of all shares held by the same holder of more than one stock certificate representing shares of Shade Common Stock) a cash amount equal to the applicable fraction multiplied by the fair market value of a share of Surviving Corporation Common Stock, as the case may be, as determined by the Board of Directors of the Surviving Corporation in good faith.

9. **ABANDONMENT.** At any time before the Effective Time, this Plan of Merger may be terminated and the Merger abandoned by the Board of Directors of CDMS or Shade,

notwithstanding approval of this Plan of Merger by the respective Boards of Directors and shareholders of CDMS and Shade.

10. AMENDMENT. Subject to the laws of the State of Florida, at any time before the Effective Time, this Plan of Merger may be amended, modified or supplemented by the Board of Directors of a Constituent Corporation, notwithstanding approval of this Plan of Merger by the shareholders of such Constituent Corporation; provided, however, that any amendment made subsequent to the adoption of this Plan of Merger by the shareholders of such Constituent Corporation shall not: (i) change the amount or kind of shares, securities, cash, property, or rights to be received in exchange for or on conversion of any or all of the shares of any class or series of such Constituent Corporation; (ii) change any other terms and conditions of this Plan of Merger if such change would materially and adversely affect such Constituent Corporation or the holders of the shares of any class or series of such Constituent Corporation; or (iii) change any term of the Articles of Incorporation of such Constituent Corporation.

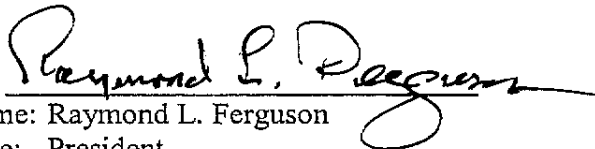
11. TAX-FREE REORGANIZATION. The Merger is intended to be a tax-free plan of reorganization within the meaning of Section 368(a) of the Code.

12. GOVERNING LAW. This Agreement shall be governed by and construed under the internal laws of the State of Florida, without reference to the principles of conflicts of law or choice of laws.

13. COUNTERPARTS. In order to facilitate the filing and recording of this Plan of Merger, it may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Plan of Merger is hereby executed on behalf of each of the Constituent Corporations and attested by their respective officers hereunto duly authorized.

COSTA DEL MAR SUNGLASSES, INC.

By: 
Name: Raymond L. Ferguson
Title: President

SHADE SUNGLASSES, INC.

By: 
Name: John T. Ruggieri
Title: Treasurer

Exhibit A

Officers and Directors

Officers:

Charles R. MacDonald	President
John T. Ruggieri	Treasurer
Gary S. Simpson	Assistant Treasurer
Tina C. Benik	Secretary

Directors:

David G. Whalen
John T. Ruggieri
Charles R. MacDonald
Tina C. Benik