

J90333

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

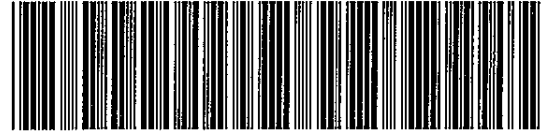
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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FILED
03 AUG 29 PM 2:55
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

Merger
Ca 9/8/03

WEISMAN
YOUNG
SCHLOSS &
RUEMENAPP, P.C.

30100 Telegraph Road, Suite 428
Bingham Farms, MI 48025

(248) 258-2700
FAX (248) 258-8927

ATTORNEYS AND COUNSELORS AT LAW

Richard H. Schloss, Esq.
rschloss@wysr-law.com

August 22, 2003

FILED
03 AUG 29 PM 2:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

5850-5428

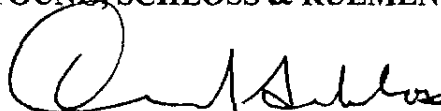
Re: Rizzo Jewelers, Inc. – Rizzo Jewelers of Cocoa Beach, Inc.

Dear Sir/Madam:

Enclosed for filing are Articles of Merger for the above corporations to which is attached the Agreement of Merger and Plan of Reorganization along with our firm's check in the amount of \$70 for the necessary filing fee. Please file the Articles and return an acknowledgment to the undersigned. If you have any questions, please contact the undersigned.

Very truly yours,

WEISMAN, YOUNG, SCHLOSS & RUEMENAPP, P.C.



Richard H. Schloss

RHS/vl
Enclosures

cc w/o enc.: Jason Rizzo
Ronald Alderman, C.P.A.

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03 AUG 29 PM 2:55
CLERK OF STATE
TALLAHASSEE, FLORIDA

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Rizzo Jewelers, Inc.

(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Richard H. Schloss

(Name of person)

Weisman Young Schloss & Ruemenapp

(Name of firm/company)

30100 Telegraph Road, Suite 428

(Address)

Bingham Farms, MI 48025

(City/state and zip code)

For further information concerning this matter, please call:

Richard H. Schloss at (248) 258-2700

(Name of person) (Area code & daytime telephone number)

Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

ARTICLES OF MERGER
(Profit Corporations)

FILED
03 AUG 29 PM 2:55
TALLAHASSEE, FLORIDA
CLERK OF STATE

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)
Rizzo Jewelers, Inc.	Michigan	

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Rizzo Jewelers of Cocoa Beach, Inc.	Florida	J90333
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 June 26, 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 June 26, 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)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

Typed or Printed Name of Individual & Title

Rizzo Jewelers, Inc.

x 

Jason Rizzo, President

Rizzo Jewelers of Cocoa

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Beach, Inc.

x 

Jason Rizzo, President

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

THIS AGREEMENT is made and entered into on this 26th day of June, 2003 by and between Rizzo Jewelers of Cocoa Beach, Inc., a Florida corporation (hereafter referred to as the "Merging Corporation"), and Rizzo Jewelers, Inc., a Michigan corporation (hereafter referred to as the "Surviving Corporation").

WITNESSETH:

The Merging Corporation and the Surviving Corporation desire to merge the Merging Corporation into the Surviving Corporation in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code, all on the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, it is hereby agreed as follows:

Section 1. Merger. The Merging Corporation shall be merged with and into the Surviving Corporation, to exist and be governed by the laws of the State of Michigan.

Section 2. Name. The name of the Surviving Corporation shall be Rizzo Jewelers, Inc.

Section 3. Certificate of Merger. After this Agreement has been adopted by the Stockholders and Board of Directors of both the Merging Corporation and the Surviving Corporation, in accordance with the laws of their respective states, and if this Agreement has not thereafter been terminated or abandoned, then a Certificate of Merger shall be filed and recorded in accordance with the applicable corporation law of the State of Michigan and State of Florida.

Section 4. Succession to Assets and Liabilities. On the Effective Date (as hereinafter defined), the separate corporate existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of the Merging Corporation and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors shall be preserved unimpaired limited in lien to the property affected by the liens immediately prior to the merger.

Section 5. Conduct of Business. The Surviving Corporation will carry on business with the assets of the Merging Corporation as well as with its own assets.

Section 6. Shares. Each constituent corporation has the following number of outstanding shares of common stock as of the date hereof, all of which enjoy equal voting rights:

Merging Corporation	100
Surviving Corporation	100

The Shareholders of the Merging Corporation shall surrender all of their shares in the Merging Corporation and the Merging Corporation shall cancel all of said shares. The Shareholders of the Surviving Corporation will retain their shares as shares of the Surviving Corporation.

Section 7. Effective Date. The merger shall become effective at 9:00 a.m. on the calendar day following the day of filing the Certificate of Merger in Michigan.

Section 8. Directors and Officers. The present Directors and Officers of the Surviving Corporation as of the date hereof shall continue in office until the next annual meeting or until their successor have been elected and qualified.

Section 9. Articles. The Articles of Incorporation of the Surviving Corporation shall continue in full force as the Articles of Incorporation of the Surviving Corporation until they are altered, amended, or repealed as provided in the Articles or as provided by law.

Section 10. Bylaws. The Bylaws of the Surviving Corporation shall continue in full force as the Bylaws of the Surviving Corporation until they are altered, amended, or repealed as provided in the Bylaws or as provided by law.

Section 11. Statutory Authority. It is intended that this Merger comply with the provisions of the Michigan Business Corporation Act. Section 368 (a)(1)(F) of the Internal Revenue Code shall also apply to this transaction.

Section 12. Abandonment. This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, if the Board of Directors of the Merging Corporation or the Surviving Corporation duly adopt a resolution abandoning this Agreement.


IN WITNESS WHEREOF, this Agreement has been executed by the Merging Corporation and the Surviving Corporation on the day and year first above written.

Rizzo Jewelers of Cocoa Beach, Inc.
a Florida corporation

By:  _____
Jason Rizzo

Its: President

Rizzo Jewelers, Inc.
a Michigan corporation

By:  _____
Jason Rizzo

Its: President