

P00000000963



ACCOUNT NO. : 072100000032

REFERENCE : 605708 7178144

AUTHORIZATION :

*Patricia Piquito*

COST LIMIT : \$ 78.75

FILED  
00 MAR -1 AM 8:39  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ORDER DATE : MARCH 1, 2000

ORDER TIME : 10:53 AM

ORDER NO. : 605708-005

500003151635--9

CUSTOMER NO: 7178144

CUSTOMER: Shelley Kaye, Paralegal  
Gerald Stevens, Inc.  
Suite 300  
301 E. Las Olas Blvd.  
Fort Lauderdale, FL 33301

*Darlene,  
pls advise if  
any problems  
must be filed  
on March 1st  
and cannot  
afford to lose  
file date,  
Thanks,*

\*\*\* PLS DO NOT FILE UNTIL MARCH 1, 2000 \*\*\*

ARTICLES OF MERGER

GERALD STEVENS, INC.

INTO

GERALD STEVENS REINCORPORATION  
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX \_\_\_\_\_ CERTIFIED COPY  
\_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Carina L. Dunlap

EXAMINER'S INITIALS: \_\_\_\_\_

*merger*

RECEIVED  
MAR 29 PM 12:22  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

*OK to  
add typed  
name of  
person signing*

S. PAYNE MAR 1 2000

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

GERALD STEVENS, INC., a Delaware corp., 835416

INTO

GERALD STEVENS REINCORPORATION, INC. which changed its name to  
**GERALD STEVENS, INC.**, a Florida entity, P00000000963

File date: March 1, 2000

Corporate Specialist: Susan Payne

FILED

00 MAR -1 AM 8:39

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
OF

GERALD STEVENS, INC.,  
a Delaware corporation

AND

GERALD STEVENS REINCORPORATION, INC.,  
a Florida corporation

To the Secretary of State  
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the foreign business corporation and the domestic business corporation herein named do hereby submit the following Articles of Merger.

1. Annexed hereto and made a part hereof is the Plan and Agreement of Merger for merging Gerald Stevens, Inc. with and into Gerald Stevens Reincorporation, Inc.
2. The merger of Gerald Stevens, Inc. with and into Gerald Stevens Reincorporation, Inc. is permitted by the laws of the jurisdiction of organization of Gerald Stevens, Inc. and is in compliance with said laws. The date of adoption of the Plan of Merger by the shareholders of Gerald Stevens, Inc. was February 29, 2000.
3. The sole shareholder of Gerald Stevens Reincorporation, Inc. approved and adopted the aforesaid Plan of Merger by written consent given on February 29, 2000 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.
4. The effective time and date of the merger herein provided for in the State of Florida shall be upon filing.

Executed on February 29, 2000.

Gerald Stevens, Inc.

By: Gerald R. Geddis  
Its: President Gerald R. Geddis

Gerald Stevens Reincorporation, Inc.

By: Gerald R. Geddis  
Its: President Gerald R. Geddis

## PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER, dated March 1, 2000 (the "Agreement"), is entered into between GERALD STEVENS REINCORPORATION, INC., a Florida corporation ("GSRI"), and GERALD STEVENS, INC., a Delaware corporation ("Gerald Stevens").

### RECITALS

A. Gerald Stevens has an aggregate authorized capital of 250,600,000 shares, consisting of 250 million shares of Common Stock, par value \$0.01 per share (the "Gerald Stevens Common Stock"), and 600,000 shares of preferred stock, par value \$10.00 per share (the "Gerald Stevens Preferred Stock"). On February 22, 2000, there were 45,586,855 shares of Gerald Stevens Common Stock and no shares of Gerald Stevens Preferred Stock issued and outstanding.

B. GSRI has an aggregate authorized capital stock of 250,600,000 shares, consisting of 250 million shares of Common Stock, par value \$0.10 per share (the "GSRI Common Stock"), and 600,000 shares of preferred stock, par value \$10.00 per share (the "GSRI Preferred Stock"). On the date hereof, there were 1000 shares of GSRI Common Stock and no shares of GSRI Preferred Stock issued and outstanding.

C. The respective Boards of Directors of GSRI and Gerald Stevens believe that the best interests of GSRI and Gerald Stevens and their respective stockholders will be served by the merger of Gerald Stevens with GSRI under and pursuant to the provisions of this Agreement and the Delaware General Corporation Law and the Florida Business Corporation Act.

### AGREEMENT

In consideration of the Recitals and of the mutual agreements contained in this Agreement, the parties hereto agree as set forth below.

1. Merger. Gerald Stevens shall be merged with and into GSRI ("Merger").
2. Effective Date. The Merger shall become effective immediately upon the later of the filing of this Agreement or a certificate of merger with the Secretary of State of Delaware in accordance with the Delaware General Corporation Law and the filing of articles of merger with the Secretary of State of Florida in accordance with the Florida Business Corporation Act. The time of such effectiveness is hereinafter called the "Effective Date."
3. Surviving Corporation. GSRI shall be the surviving corporation of the Merger and shall continue to be governed by the laws of the State of Florida. On the Effective Date, the separate corporate existence of Gerald Stevens shall cease.
4. Name Of Surviving Corporation. On the Effective Date, the Articles of Incorporation of GSRI shall be amended to change the name of GSRI to "Gerald Stevens, Inc."

5. Articles Of Incorporation. Except as provided in Section 4, the Articles of Incorporation of GSRI as it exists on the Effective Date shall be the Articles of Incorporation of GSRI following the Effective Date, unless and until the same shall thereafter be amended or repealed in accordance with the laws of the State of Florida.

6. Bylaws. The Bylaws of GSRI as they exist on the Effective Date shall be the Bylaws of GSRI following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof and the laws of the State of Florida.

7. Board Of Directors And Officers. The members of the Board of Directors and the officers of Gerald Stevens immediately prior to the Effective Date shall be the members of the Board of Directors and the officers, respectively, of GSRI following the Effective Date, and such persons shall serve in such offices for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

8. Retirement Of Outstanding GSRI Stock. Forthwith upon the Effective Date, each of the 1,000 shares of the GSRI Common Stock presently issued and outstanding shall be retired, and no shares of GSRI Common Stock or other securities of GSRI shall be issued in respect thereof.

9. Conversion Of Outstanding Gerald Stevens Stock. Forthwith upon the Effective Date, each issued and outstanding share of Gerald Stevens Common Stock and all rights in respect thereof shall be converted into one fully paid and nonassessable share of GSRI Common Stock, and each certificate representing shares of Gerald Stevens Common Stock shall for all purposes be deemed to evidence the ownership of the same number of shares of GSRI Common Stock as are set forth in such certificate. After the Effective Date, each holder of an outstanding certificate representing shares of Gerald Stevens Common Stock may, at such shareholder's option, surrender the same to GSRI's registrar and transfer agent for cancellation, and each such holder shall be entitled to receive in exchange therefor a certificate(s) evidencing the ownership of the same number of shares of GSRI Common Stock as are represented by the Gerald Stevens certificate(s) surrendered to GSRI's registrar and transfer agent.

10. Stock Options, Warrants And Convertible Debt. Forthwith upon the Effective Date, each stock option, stock warrant, convertible debt instrument and other right to subscribe for or purchase shares of Gerald Stevens Common Stock shall be converted into a stock option, stock warrant, convertible debt instrument or other right to subscribe for or purchase the same number of shares of GSRI Common Stock, and each certificate, agreement, note or other document representing such stock option, stock warrant, convertible debt instrument or other right to subscribe for or purchase shares of Gerald Stevens Common Stock shall for all purposes be deemed to evidence the ownership of a stock option, stock warrant, convertible debt instrument or other right to subscribe for or purchase shares of GSRI Common Stock.

11. Rights And Liabilities Of GSRI. On and after the Effective Date, and all in the manner of and as more fully set forth in Section 607.1106 of the Florida Business Corporation Act and Section 259 of the Delaware General Corporation Law, the title to all real estate and

other property, or any interest therein, owned by each of Gerald Stevens and GSRI shall be vested in GSRI without reversion or impairment; GSRI shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal and mixed, of each of Gerald Stevens and GSRI without reversion or impairment; GSRI shall thenceforth be responsible and liable for all the liabilities and obligations of each of Gerald Stevens and GSRI; any claim existing or action or proceeding pending by or against Gerald Stevens or GSRI may be continued as if the Merger did not occur or GSRI may be substituted for Gerald Stevens in the proceeding; neither the rights of creditors nor any liens upon the property of Gerald Stevens or GSRI shall be impaired by the Merger; and GSRI shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

12. Termination. This Agreement may be terminated and abandoned by action of the respective Boards of Directors of Gerald Stevens and GSRI at any time prior to the Effective Date, whether before or after approval by the stockholders of either or both of the parties hereto.

13. Amendment. The Boards of Directors of the parties hereto may amend this Agreement at any time prior to the Effective Date; provided that an amendment made subsequent to the approval of this Agreement by the stockholders of either of the parties hereto shall not: (a) change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of the parties hereto, (b) change any term of the Articles of Incorporation of GSRI, or (c) change any other terms or conditions of this Agreement if such change would adversely affect the holders of any capital stock of either party hereto.

14. Registered Office. The registered office of GSRI in the State of Florida is located at 1201 Hays Street, Tallahassee, FL 32301, and Corporation Service Company is the registered agent of GSRI at such address.

15. Inspection Of Agreement. Executed copies of this Agreement will be on file at the principal place of business of GSRI at 301 East Las Olas Boulevard, Suite 300, Fort Lauderdale, Florida 33301. A copy of this Agreement shall be furnished by GSRI, on request and without cost, to any stockholder of either Gerald Stevens or GSRI.

16. 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 Florida.

17. Service Of Process. On and after the Effective Date, GSRI agrees that it may be served with process in Delaware in any proceeding for enforcement of any obligation of Gerald Stevens or GSRI arising from the Merger.

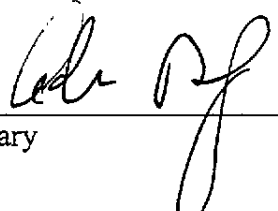
18. Designation Of Delaware Secretary Of State As Agent For Service Of Process. On and after the Effective Date, GSRI irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any suit or other proceeding to enforce the rights of any stockholders of Gerald Stevens or GSRI arising from the Merger. The Delaware Secretary of

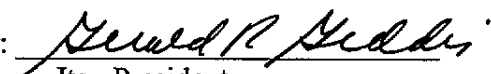
State is requested to mail a copy of any such process to GSRI at 301 East Las Olas Boulevard, Suite 300, Fort Lauderdale, Florida 33301, Attention: General Counsel.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority duly granted by their respective Board of Directors, has caused this Plan and Agreement of Merger to be executed, respectively, by its President and attested by its Secretary.

GERALD STEVENS REINCORPORATION,  
INC., a Florida corporation

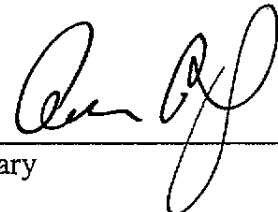
ATTEST:

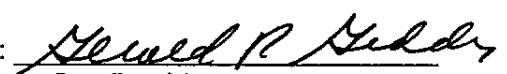
  
\_\_\_\_\_  
Secretary

By:   
\_\_\_\_\_  
Its: President

GERALD STEVENS, INC.,  
a Delaware corporation

ATTEST:

  
\_\_\_\_\_  
Secretary

By:   
\_\_\_\_\_  
Its: President

**LIST OF DIRECTORS AND OFFICERS**  
**GERALD STEVENS REINCORPORATION, INC.**  
a Florida corporation

**DIRECTORS:**

Gerald R. Geddis	301 East Las Olas Boulevard Fort Lauderdale, FL 33301
Adam D. Phillips	301 East Las Olas Boulevard Fort Lauderdale, FL 33301

**OFFICERS:**

Gerald R. Geddis	President 301 East Las Olas Boulevard Fort Lauderdale, FL 33301
Albert J. Detz	Senior Vice President & Treasurer 301 East Las Olas Boulevard Fort Lauderdale, FL 33301
Adam D. Phillips	Senior Vice President & Secretary 301 East Las Olas Boulevard Fort Lauderdale, FL 33301
John S. Shaub	Vice President & Assistant Treasurer 1800 Eller Drive, Suite 300 Fort Lauderdale, FL 33316
John Chapman	Vice President 1800 Eller Drive, Suite 300 Fort Lauderdale, FL 33316
Mike Love	Vice President 301 East Las Olas Boulevard Fort Lauderdale, FL 33301
Jeffrey M. Mattson	Vice President & Assistant Secretary 301 East Las Olas Boulevard Fort Lauderdale, FL 33301