

P02 000085463

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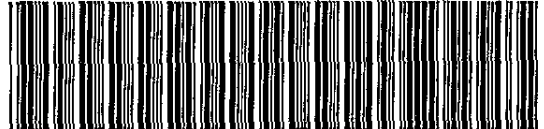
(Business Entity Name)

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FILED  
02 NOV 18 PM 3:04  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

Ps ul/18for

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

THE RIPPINGTONS, INC., A COLORADO CORPORATION, F00000001775

INTO

RIPPINGTONS GROUP, INC. which changed its name to

**THE RIPPINGTONS, INC.**, a Florida entity, P02000085463

File date: November 18, 2002

Corporate Specialist: Pamela Smith



**MAGER & ASSOCIATES, P.A.**



**ATTORNEYS AT LAW**  
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October 29, 2002

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

**Re: The Rippingtons Group, Inc. Corporate Merger**  
**Florida Corporation No. P02000085463**

Dear Sirs:

Enclosed is the Merger Agreement and Secretary of State's filing fees for the filing of the Articles of Merger of The Rippingtons, Inc., a Colorado Corporation into The Rippingtons Group, Inc., a Florida Corporation.

Please feel free to contact the undersigned at the number above if you have any questions. Thank you for your attention to this matter.

Very truly yours,

  
John A. Brekka, Jr., Esq.  
For the Firm

JAB/sds  
Encl.

**ARTICLES OF MERGER**  
(Profit Corporations)

**FILED**

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The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S. STATE OF  
ALLAHASSEE, FLORIDA

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/applicable)
<u>Rippingtons Group, Inc.</u>	<u>Florida</u>	<u>Pa2 000085463</u>

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

<u>The Rippingtons, Inc.</u>	<u>Colorado</u>	<u>ED00000001775</u>
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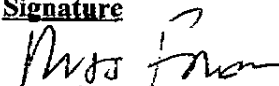
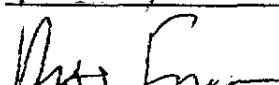
**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**Fifth:** Adoption of Merger by surviving corporation. The Plan of Merger was adopted by the shareholders of the surviving corporation on 8/31/02.

**Sixth:** Adoption of Merger by merging corporation(s). The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 8/31/02.

**Seventh:** **SIGNATURES FOR EACH CORPORATION**

<u>Name of Corporation</u>	<u>Signature</u>	<u>Name of Individual &amp; Title</u>
<u>Rippingtons Group, Inc.</u>		<u>Russ Freeman</u> <u>Director and Sole Shareholder</u>
<u>The Rippingtons, Inc.</u>		<u>Russ Freeman</u> <u>Director and Sole Shareholder</u>

**PLAN OF MERGER**  
**(Non Subsidiaries)**

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

**First:** The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>Rippingtons Group, Inc.</u>	<u>Florida</u>

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

<u>Name</u>	<u>Jurisdiction</u>
<u>Rippingtons, Inc. (The)</u>	<u>Colorado</u>

**Third:** The terms and conditions of the merger are as follows:

The articles of the surviving corporation shall remain the articles of the corporation after the merger.

**Fourth:** The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

The surviving corporation, Rippingtons Group, Inc., will acquire the shares of the merging corporation, Rippingtons, Inc. (The).

**THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:**

Amendments to the articles of incorporation of the surviving corporation are indicated below:

1. The name of the surviving corporation shall be changed to The Rippingtons, Inc.
2. The common stock of the surviving corporation, The Rippingtons, Inc. shall be increased to 20, 000 shares of Common Stock with \$ 2.00 par value.
3. All other articles of the surviving corporation shall remain the same.

Other provisions relating to the merger are as follows:

Please see the attached Agreement of Merger and Plan of Reorganization.

## **Agreement of Merger and Plan of Reorganization**

Agreement of Merger and Plan of Reorganization dated 08/31/02 by and between RIPPINGTONS, INC., (The) a Colorado Corporation (hereinafter called "TRI") and RIPPINGTONS GROUP, INC., a Florida Corporation (hereinafter called "RGI").

### **WHEREAS**

1. The Board of Directors of TRI and RGI have resolved that TRI be merged and pursuant to the *Florida Business Corporation Act* and the *Colorado Business Corporation Act* into a single corporation existing under the laws of the State of Florida, to wit, RGI, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Sections 368(a)(1)(A) and 368(a)(1)(F) of the Internal Revenue Code;

2. The authorized capital stock of TRI consists of 20,000 shares of Common Stock with a par value of \$2.00 per share (hereinafter called TRI Common Stock), of which 5,000 shares are issued and outstanding;

3. The authorized capital stock of RGI consists of 100 shares of Common Stock with a par value of \$1.00 per share (hereinafter called RGI Common Stock), of which no shares are issued and outstanding; and

4. The respective Boards of Directors of TRI and RGI have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the *Florida Business Corporation Act* and the *Colorado Business Corporation Act* that TRI shall be, at the Effective Date (hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Florida, to wit, RGI, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

1. Stockholders' Meetings; Filings; Effects of Merger
  - 1.1. TRI Stockholder's meeting. TRI shall call a meeting of its stockholders to be held in accordance with the Colorado Business Corporation Act at the earliest practicable date, upon due notice thereof to its stockholders to consider and vote upon, among other matters, adoption of this Agreement.
  - 1.2. Action by TRI as Sole Stockholder of RGI. On or before 12/15/02 TRI, as the sole stockholder of RGI, shall adopt this Agreement in accordance with the Colorado Business Corporation Act.
  - 1.3. Filing of Certificate of Merger; Effective Date. If (a) this Agreement is adopted by the stockholders of TRI in accordance with the Florida Business Corporation Act, (b) this Agreement has been adopted by TRI as the sole stockholder of RGI, in accordance with

the Colorado Business Corporation Act, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then a Certificate of Merger shall be filed and recorded in accordance with the Colorado Business Corporation Act and Articles of Merger shall be filed in accordance with the Florida Business Corporation Act. Such filings shall be made on the same day. The Merger shall become effective at 9:00 A.M. on the calendar day following the day of such filing in Colorado, which date and time are herein referred to as the "Effective Date."

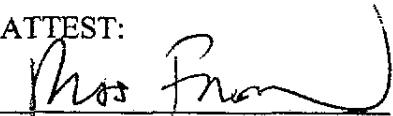
- 1.4. Certain Effects of Merger. On the Effective Date, the separate existence of TRI shall cease, and TRI shall be merged into RGI which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of TRI; and all and singular, the rights, privileges, powers, and franchises of TRI, and all property, real, personal, and mixed, and all debts due to TRI on whatever account, as well for stock subscriptions and all other things in action or belonging to TRI, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of TRI, and title to any real estate vested by deed or otherwise, under the laws of Colorado or Florida or any other jurisdiction, in TRI, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of TRI shall be preserved unimpaired, and all debts, liabilities, and duties of TRI shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after Effective Date, the last acting officers of TRI or the corresponding officers of the Surviving Corporation, may, in the name of TRI, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest perfect or confirm in the Surviving Corporation title to and possession of all TRI's property, rights, privileges, powers, franchises, and unities and interests and otherwise to carry out the purposes of this Agreement.
2. Name of Surviving Corporation; Certificate of Incorporation; By-Laws.
  - 2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be The Rippingtons, Inc.
  - 2.2 Certificate of Incorporation. The Certificate of Incorporation of RGI as in effect on the date hereof shall from and after the effective date be, and continue to be, the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided by law except that Article FIRST shall be amended in accordance with 2.1 hereof.
  - 2.3 By-Laws. The By-Laws of RGI, as in effect immediately before the effective date, shall from and after the effective date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.
3. Status and Conversion of Securities.

The manner and basis of converting the shares of the capital stock TRI and the nature and amount of securities of RGI which the holders of shares of TRI Common Stock are to receive in exchange for such shares are as follows:

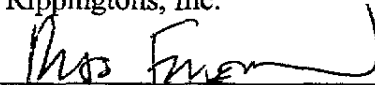
- 3.1 TRI Common Stock. Each one share of TRI Common Stock which shall be issued and outstanding immediately before the effective date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the effective date in to one fully paid share of RGI Common Stock, and outstanding certificates representing shares of TRI Common Stock shall thereafter represent shares of RGI Common Stock. Such certificates may, but need not be, exchanged by the holders thereof after the merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.
- 3.2 RGI Common Stock held by TRI. All issued and outstanding shares of RGI Common Stock held by TRI immediately before the effective date shall, by virtue of the Merger and at the effective date, cease to exist and certificates representing such shares shall be canceled.
4. Miscellaneous.
  - 4.1 This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the effective date of the Merger, and whether before or after approval of this Agreement of Merger are the shareholders TRI, if the Board of Directors of TRI, or of the Surviving Corporation duly adopt a resolution abandoning this Agreement of Merger.
  - 4.2 For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof maybe executed; and each such counterpart shall deemed to be an original instrument.

IN WITNES WHEREOF, this Agreement has been executed by TRI and RGI all on the date first above written.

ATTEST:

  
Secretary

The Rippingtons, Inc.

By:   
President, Russ Freeman

ATTEST:

  
Secretary

Rippingtons Group, Inc.

By:   
President, Russ Freeman