

P08000100634

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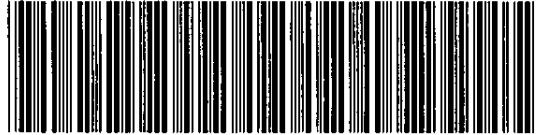
(Business Entity Name)

(Document Number)

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08 DEC -5 PM 1:20

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Morgan
12/12/08

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Bardy Holdings, Inc.

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Jeffrey A. Baskies

(Contact Person)

Katz Baskies LLC

(Firm/Company)

2255 Glades Road, Suite 240W

(Address)

Boca Raton, FL 33431

(City/State and Zip Code)

For further information concerning this matter, please call:

Jeffrey A. Baskies

(Name of Contact Person)

At (561) 910-5700

(Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

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

ARTICLES OF MERGER
(Profit Corporations)

ef
12-16-08

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Bardy Holdings, Inc.	Florida	P08000100634

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Bardy's Diamond Center, Inc.	North Carolina	

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CLERK OF STATE
TALLAHASSEE, FLORIDA

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 12 / 16 / 2008 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

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 November 26, 2008.

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 November 26, 2008

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 of an Officer or Director

Typed or Printed Name of Individual & Title

Bardy Holdings, Inc.

Alan A. Bandy

Alan Bardy, President

Bardy's Diamond Center, Inc.

Alan A. Bandy

Alan Bardy, President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is adopted as of the 26th day of November, 2008, by and between BARDY'S DIAMOND CENTER, INC., a North Carolina corporation (the "Merged Entity") and BARDY HOLDINGS, INC., a Florida corporation (the "Survivor").

RECITALS

The Board of Directors and the shareholders of the Merged Entity and the Board of Directors and the shareholders of the Survivor have determined that it is advisable and in the best interests of the Merged Entity and the Survivor that the Merged Entity be merged with and into the Survivor on the terms and subject to the conditions set forth herein (the "Merger").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby adopt the plan of reorganization set forth in this Merger Agreement and do hereby agree that the Merged Entity shall merge with and into the Survivor on the following terms, conditions and other provisions:

ARTICLE I **THE MERGER**

1.01 At the Effective Time (as defined in Article V hereof), the Merged Entity shall be merged with and into the Survivor in accordance with the North Carolina Business Corporation Act and the Florida Business Corporation Act, respectively.

1.02 The separate existence of the Merged Entity shall cease and the Survivor shall thereafter continue as the surviving corporation and will continue to be governed by the laws of the State of Florida.

ARTICLE II **THE SURVIVING CORPORATION**

2.01 At the Effective Time, the Articles of Incorporation of the Survivor, as in effect immediately prior to the Effective Time, shall remain the Articles of Incorporation of the Survivor.

2.02 At the Effective Time, the Bylaws of the Survivor, as in effect immediately prior to the Effective Time, shall remain the Bylaws of the Survivor, until thereafter altered, amended or repealed.

2.03 At the Effective Time, the Board of Directors of the Survivor shall remain the Board of Directors of the Survivor.

ARTICLE III
MANNER AND BASIS OF CONVERTING SHARES OF MERGED ENTITY

At the Effective Time, the shares in the Merged Entity shall be surrendered to the Survivor for cancellation. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of stock of Merged Entity:

- (a) One (1) share of validly issued, fully paid and non-assessable Common Stock of the Survivor shall be issued in exchange for every 500 issued and outstanding shares of voting Common Stock of the Merged Entity. All shares of voting Common Stock of the Merged Entity shall be cancelled and shall cease to exist from and after the Effective Time.
- (b) One (1) share of validly issued, fully paid and non-assessable Common Stock of the Survivor shall be issued in exchange for every 250 issued and outstanding shares of Class B Non-Voting Stock of the Merged Entity. All shares of Class B Non-Voting Stock of the Merged Entity shall be cancelled and shall cease to exist from and after the Effective Time.

ARTICLE IV
EFFECT OF MERGER

At the Effective Time, all property, subsidiaries, rights, privileges, powers and franchises of the Merged Entity shall vest in the Survivor, and all liabilities and obligations of the Merged Entity shall become liabilities and obligations of the Survivor, including, the obligation and liability for the payment of all fees and franchise taxes, if any.

ARTICLE V
EFFECTIVE TIME

As used in this Agreement, the term "Effective Time" shall mean the date and time of filing of the Articles of Merger with the Secretary of State of the State of Florida with respect to the Merger.

ARTICLE VI
MISCELLANEOUS

6.01 Termination. At any time before the Effective Time, this Merger Agreement may be terminated and the Merger abandoned by the Board of Directors of the Merged Entity or Survivor, notwithstanding the approval of this Merger Agreement by the Boards of Directors and shareholders of Merged Entity and Survivor.

6.02 Amendment. This Agreement may be amended by the parties hereto, at any time before or after approval hereof by the Board of Directors and the stockholders of Merged Entity, but, after any such approval, no amendment shall be made without the further approval of such stockholders that would (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or upon conversion of any shares of Merged Entity; (b)

alter or change any of the terms of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger; or (c) alter or change any of the principal terms of this Merger Agreement if such alteration or change would adversely affect the holders of any shares of any class or series of shares.

6.03 Waiver. At any time prior to the Effective Time, the parties hereto may (a) extend the time for the performance of any of the obligation or other acts of the other parties hereto; (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto; or (c) waive any compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in writing signed on behalf of such party.

6.04 Notices. Any notice required or permitted to be delivered to any party under the provisions of this Agreement shall be deemed to have been duly given (a) upon hand delivery thereof, (b) upon telefax and written confirmation of transmission, (c) upon receipt of any overnight deliveries, or (d) on the third (3rd) business day after mailing United States registered or certified mail, return receipt requested, postage prepaid, addressed to each party at such address as on record.

6.05 Entire Agreement. This Agreement constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. The parties and their respective affiliates make no representations or warranties to each other, except as contained in the Plan of Merger, and any and all prior representations and statements made by any party or its representative, whether verbally or in writing, are deemed to have been merged into this Agreement; it being intended that no such representations or statements shall survive the execution and delivery of this Merger Agreement.

6.06 Non-Waiver. The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege conferred in this Agreement, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

6.07 Counterparts. This Agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument. Facsimile or pdf copies may be relied upon as originals.

6.08 Severability. The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

6.09 Governing Law. This Merger Agreement shall be construed in accordance with the laws of the State of Florida applicable to contracts made to be performed entirely therein.

6.10 Successors and Assigns. This Agreement and any amendments hereto shall be binding upon and, to the extent expressly permitted by the provisions hereof, shall inure to the benefit of the Partners, their respective heirs, legal representatives, successors and assigns.

6.11 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

6.12 Headings. The headings of the various sections of this Agreement are intended solely for convenience of reference, and shall not be deemed or construed to explain, modify or place any construction upon the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger on the date first above written.

BARDY'S DIAMOND CENTER, INC., a North
Carolina Corporation

By: Alan A. Bardy
Alan Bardy, President

BARDY HOLDINGS, INC., a Florida Corporation

By: Alan A. Bardy
Alan Bardy, President