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C LEWIS



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September 20, 2016

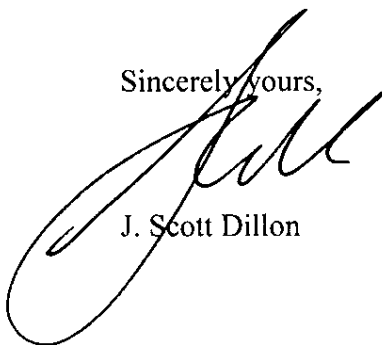
Amendment Section
Division of Corporations
PO Box 6327
Tallahassee, FL 32314

Dear Sir/Madam:

We are enclosing, for filing in your office, executed Articles of Merger whereby Bardy's Estate Jewelry & Diamond Center, Inc., a North Carolina corporation, is merging into Bardy Estate Jewelry, Inc., a Florida corporation. Also enclosed is our firm's check in the amount of \$78.75 in payment of the filing fee in this matter and for a certified copy.

Upon filing the Articles of Merger, please return the certified copy to me in the enclosed pre-addressed stamped envelope. If you have any questions, please do not hesitate to contact me directly.

Sincerely yours,



J. Scott Dillon

JSD/cac
Enclosures
cc: Joel S. Bigelman

107471/24057 DOC # 01306035 JSD

ARTICLES OF MERGER

OF

BARDY'S ESTATE JEWELRY, INC.

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DIVISION OF CORPORATIONS

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Pursuant to Florida Business Corporation Act Section 607.1105, the following Articles of Merger are submitted in a merger between two or more business entities:

- P16000072092
1. The name of the surviving entity is **BARDY'S ESTATE JEWELRY, INC.**, a corporation organized under the laws of Florida.
 2. The name of the merged entity is **BARDY'S ESTATE JEWELRY & DIAMONDS, INC.**, a corporation organized under the laws of North Carolina.
 3. The Plan of Merger is attached hereto as Exhibit A.
 4. The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.
 5. The Plan of Merger was adopted by the shareholders of the surviving corporation and by the shareholders of the merging corporation by unanimous written consent thereto on September, 2016.

This the 16 day of September, 2016.

BARDY'S ESTATE JEWELRY, INC.

By: 

Joel S. Bigelman, President

BARDY'S ESTATE JEWELRY & DIAMONDS, INC.

By: 

Joel S. Bigelman, President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is adopted as of the 16 day of September, 2016, by and between BARDY'S ESTATE JEWELRY & DIAMONDS, INC., a North Carolina corporation (the "Merged Entity") and BARDY'S ESTATE JEWELRY, 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, (a) the issued and outstanding capital stock of the Survivor shall remain issued and outstanding; and (b) the shareholders of the Merged Entity (being also the shareholders of the Survivor) shall surrender all of their shares of capital stock in the Merged Entity and these shares shall simply be cancelled, with no new shares of the Survivor being issued in exchange therefor.

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 Florida Department of State 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 the Merged Entity and Survivor.

6.02 Amendment. This Merger 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 the 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 the Merged Entity; (b) alter or change any of the terms of the Certificate of Incorporation of the Survivor 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 Merger 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 Merger 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 this Merger Agreement, 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 Merger 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 Merger Agreement, to exercise any right or privilege conferred in this Merger Agreement, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Merger 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 Merger 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 Merger Agreement or portion of a provision shall not affect the validity of any other provision of this Merger 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 Merger 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 parties hereto, their respective heirs, legal representatives, successors and assigns.

6.11 No Third Party Beneficiary. This Merger 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 Merger Agreement as a third party beneficiary or otherwise.

6.12 Headings. The headings of the various sections of this Merger 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 ESTATE JEWELRY & DIAMONDS, INC.,
a North Carolina Corporation

By: _____

Joel S. Bigelman, President

BARDY'S ESTATE JEWELRY, INC.,
a Florida Corporation

By: _____

Joel S. Bigelman, President

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SECRETARY OF STATE
DIVISION OF CORPORATE AFFAIRS