

998000088274

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CT CORPORATION SYSTEM

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CORPORATION(S) NAME

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

900002669119--7  
-10/21/98--01035--017  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

*Worldwide Floral Gifts, Inc., an Oklahoma Corporation*  
*merging into: Worldwide Floral Gifts, Inc., a Florida corporation*

☐ Profit

☐ NonProfit

☐ Limited Liability Co.

☐ Foreign

☐ Amendment

☐ Dissolution/Withdrawal

☐ Annual Report

☐ Reservation

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TO: JEFFREY D. BUTTERFIELD

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DIVISION OF CORPORATIONS

FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham

Secretary of State

October 22, 1998

CT CORPORATION SYSTEM

TALLAHASSEE, FL

SUBJECT: WORLDWIDE FLORAL & GIFTS, INC.  
Ref. Number: P98000088274

WALK-IN  
PICK-UP

We have received your document for WORLDWIDE FLORAL & GIFTS, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

In the agreement and plan of merger it states the certificate of incorporation of New Worldwide is attached as exhibit A. The certificate of incorporation is not attached. Please correct your document accordingly.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6908.

Teresa Brown  
Corporate Specialist

Letter Number: 698A00052157

ATTN: Teresa Brown  
This needs to be  
Backdated please!  
Thank you!

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

WORLDWIDE FLORAL & GIFTS, INC., a Oklahoma corporation

INTO

**WORLDWIDE FLORAL & GIFTS, INC.**, a Florida corporation, P98000088274.

File date: October 21, 1998

Corporate Specialist: Teresa Brown

## ARTICLES OF MERGER

Pursuant to the provisions of Section 1083 of the Oklahoma General Corporation Act ("OGCA") and Article 607.1104 of the Florida Business Corporation Act ("FBCA"), **WORLDWIDE FLORAL & GIFTS, INC.**, an Oklahoma corporation ("Merging Corporation") and **WORLDWIDE FLORAL & GIFTS, INC.**, a Florida corporation ("Surviving Corporation") adopt the following articles of merger for the purpose of effecting a merger in accordance with the provisions of Section 1083 of the OGCA and Article 607.1104 of the FBCA.

1. An agreement and plan of merger ("Plan of Merger") adopted in accordance with the provisions of Section 1083 of the OGCA and Article 607.1104 of the FBCA, providing for the combination of the Merging Corporation and the Surviving Corporation and resulting in the Surviving Corporation being the surviving entity in the merger, is attached hereto as Exhibit "A" and is hereby incorporated herein by reference.

2. The name of each of the undersigned corporations, the type of such corporation and the laws under which such corporation was organized are:

<u>Name of Corporation</u>	<u>Type of Entity</u>	<u>State</u>
Worldwide Floral & Gifts, Inc.	for profit	Oklahoma
Worldwide Floral & Gifts, Inc.	for profit	Florida

3. The approval of the Merging Corporation's shareholders is not required.

4. The approval of the Surviving Corporation's shareholders is not required.

5. Copies of each merger resolution adopted by the board of directors of the Merging Corporation and of the Surviving Corporation, respectively, approving the merger of the Merging Corporation into the Surviving Corporation are attached and incorporated by reference into these Articles of Merger as Exhibit "B" and Exhibit "C".

6. The address of the principal office of the Surviving Corporation in Florida is 8075 20th Street, Vero Beach, Florida 32966.

7. The shareholders, if any, of the Merging Corporation who, except for the applicability of Section 1083 of the OGCA and Article 607.1104 of the FBCA, would be entitled to vote and who dissent from the merger pursuant to Section 1091 of the OGCA and Article 607.1320 of the FBCA, may be entitled, if it complies with the provisions of the OGCA and FBCA regarding the rights of dissenting shareholders, to be paid the fair value of its shares.

8. The Surviving Corporation agrees that it may be served with process in the state of Oklahoma in any proceeding for enforcement of any obligation of the Merging Corporation, as well as for enforcement of any obligations of the Surviving Corporation arising from the merger, including any suit or other proceeding to enforce the right of any shareholders as determined in appraisal proceedings pursuant to the provisions of Section 1091 of the OGCA, and shall irrevocably appoint the Secretary of State of Oklahoma as its agent to accept service of process in any such suit or other proceeding. In the event of such service upon the Secretary of State of Oklahoma, the Secretary of State of Oklahoma may mail a copy of such process to the Surviving Corporation at 8075 20th Street, Vero Beach, Florida 32966, to the attention of James H. West, President.

9. The Plan of Merger and the performance of its terms were duly authorized by all action required by the laws under which each foreign corporation that is a party to the Plan of Merger was incorporated and by its constituent documents.

10. The merger will become effective on the date upon which these Articles of Merger are filed of record in Florida and a Certificate of Merger is filed of record in Oklahoma.

Dated: SEPT 1<sup>ST</sup>, 1998.

**MERGING CORPORATION:**

**WORLDWIDE FLORAL & GIFTS, INC.,**  
an Oklahoma corporation

By: 

James H. West, President

**SURVIVING CORPORATION:**

**WORLDWIDE FLORAL & GIFTS, INC.,**  
a Florida corporation

By: 

James H. West, President

**AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER ("Plan of Merger") made and entered into as of the 1<sup>st</sup> day of SEPTEMBER, 1998, by and between **WORLDWIDE FLORAL & GIFTS, INC.**, an Oklahoma corporation ("Old Worldwide"), and **WORLDWIDE FLORAL & GIFTS, INC.**, a Florida corporation ("New Worldwide"), being sometimes hereinafter together referred to as the "Constituent Corporations."

WHEREAS, Old Worldwide is a corporation duly organized and existing under the laws of the State of Oklahoma, and having authorized capital stock consisting of 50,000 shares of Common Stock, par value \$1.00 per share, of which 500 shares are outstanding;

WHEREAS, New Worldwide is a corporation duly organized and existing under the laws of the State of Florida, and having an authorized capital stock consisting of 100,000 shares of Common Stock, par value \$1.00 per share, of which 500 shares are outstanding;

WHEREAS, New Worldwide and Old Worldwide are both wholly-owned subsidiaries of Florafax International, Inc., a Delaware corporation;

WHEREAS, the Board of Directors of each of the Constituent Corporations deems it advisable for the general welfare and to the benefit of such corporations and their respective shareholders that Old Worldwide merge with and into New Worldwide pursuant to Section 1083 et seq. of the Oklahoma General Corporation Act (the "OGCA") and Article 607.1104 et seq. of the Florida Business Corporation Act (the "FBCA");

WHEREAS, the respective Boards of Directors of the Constituent Corporations have, by resolutions duly adopted, approved this Plan of Merger and directed that it be executed by the undersigned officers; and

WHEREAS, it is the intention of the Constituent Corporations that the Merger (as hereinafter defined) shall be a tax-free reorganization pursuant to the provisions of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereby agree, in accordance with the applicable provisions of the laws of the States of Oklahoma and Florida, that the Constituent Corporations shall be merged into a single corporation, to-wit: New Worldwide, one of the Constituent Corporations, which shall be the corporation surviving the merger (said corporation hereafter being sometimes called the "Surviving Corporation"), and the terms and conditions of the merger hereby agreed upon (hereafter called the "Merger") which the parties covenant to observe, keep and perform, and the mode of carrying the same into effect are and shall be as hereafter set forth:

**ARTICLE I**  
**EFFECTIVE TIME OF THE MERGER**

This Plan of Merger need not be submitted to the shareholders of Old Worldwide or New Worldwide as provided by the OGCA and the FBCA. If this Plan of Merger is not terminated and abandoned pursuant to the provisions of Article VII hereof, a Certificate of Merger shall be filed with the Secretary of State of Oklahoma and Articles of Merger shall be filed with the Secretary of State

of Florida. The Merger shall be effective on the date on which a Certificate of Merger is filed of record with the Secretary of State of Oklahoma and Articles of Merger are filed of record with the Secretary of State of Florida (the "Effective Time of the Merger"). At the Effective Time of the Merger, the separate existence of Old Worldwide and New Worldwide shall cease and Old Worldwide shall be merged into the Surviving Corporation.

ARTICLE II  
CERTIFICATE OF INCORPORATION; BYLAWS;  
DIRECTORS AND OFFICERS

The Certificate of Incorporation of New Worldwide shall continue unchanged after the Merger until changed or amended as provided by law.

The Bylaws of New Worldwide shall continue unchanged after the Merger until changed or amended as provided by law.

The directors of the Surviving Corporation at the Effective Time of the Merger shall be the following persons who shall serve for the term of office set forth below and until their respective successors are duly elected and qualified:

<u>Name</u>	<u>Address</u>	<u>Term Expires at Annual Meeting of Shareholders in</u>
James H. West	8075 20th Street Vero Beach, Florida 32966	1999
Kelly S. McMakin	8075 20th Street Vero Beach, Florida 32966	1999
Andrew W. Williams	8075 20th Street Vero Beach, Florida 32966	1999

Subject to the authority of the Board of Directors as provided by law and the Bylaws of the Surviving Corporation, the officers of the Surviving Corporation at the Effective Time of the Merger shall be the following persons:

<u>Name</u>	<u>Office</u>	<u>Address</u>
James H. West	President	8075 20th Street Vero Beach, Florida 32966
Kelly S. McMakin	Vice President, Secretary & Treasurer	8075 20th Street Vero Beach, Florida 32966

All of such officers shall hold office as provided in the Bylaws of the Surviving Corporation.

### ARTICLE III CONVERSION OF SHARES IN THE MERGER

The mode of carrying into effect the Merger provided for herein, and the manner and basis of converting the shares of the Constituent Corporations, are as follows:

1. Each share of Common Stock, par value \$1.00 per share, of New Worldwide ("New Worldwide's Common Stock") which shall be issued and outstanding as of the Effective Time of the Merger shall be canceled and retired, all rights in respect thereof shall cease to exist and no shares of New Worldwide's Common Stock or other securities of the Surviving Corporation shall be issuable with respect thereto.

2. Each share of the common stock, par value \$1.00 per share, of Old Worldwide ("Old Worldwide's Common Stock") which shall be issued and outstanding at the Effective Time of the Merger shall be converted into and become one (1) share of New Worldwide's Stock.

3. After the Effective Time of the Merger, each outstanding certificate or certificates which prior thereto represented shares of Old Worldwide's Common Stock shall thenceforth represent the same number of shares of New Worldwide's Common Stock. Upon surrender of any such certificate or certificates to the Surviving Corporation at the office of its transfer agent, the transferee or other holder of the certificate or certificates surrendered shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation into which the shares of Old Worldwide's Common Stock so surrendered shall have been converted as aforesaid. At the Effective Time of the Merger, each outstanding option or right to purchase or otherwise acquire shares of Old Worldwide's Common Stock shall at the Effective Time of the Merger, be converted into and become an option or right to purchase or otherwise acquire an equal number of shares of New Worldwide's Common Stock on the same terms and conditions, and, in connection therewith, an equal number of shares of New Worldwide's Common Stock shall be reserved for issuance by New Worldwide as were reserved by Old Worldwide prior to the Merger.

### ARTICLE IV EFFECT OF THE MERGER

At the Effective Time of the Merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all the rights, privileges, immunities, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to either of said Constituent Corporations on whatever account, for stock subscriptions, as well as for all other choses in action inuring or belonging to each of said corporations shall be taken and deemed to be vested in the Surviving Corporation without further act or deed; the Surviving Corporation shall thenceforth be responsible and liable for all liabilities and obligations of each of said Constituent Corporations and any claim existing or action or proceeding pending by or against any of said Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in its place. Neither the rights of creditors nor any liens or security interests upon the property of either of the Constituent Corporations shall be impaired by the Merger.



All corporate acts, plans, policies, resolutions, approvals and authorizations of the shareholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents of Old Worldwide which were valid and effective immediately prior to the Merger shall be taken for all purposes as the acts, plans, policies, resolutions, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to Old Worldwide. The employees of Old Worldwide shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees of Old Worldwide.

#### ARTICLE V ACCOUNTING MATTERS

The assets and liabilities of the Constituent Corporations, as of the Effective Time of the Merger, shall be taken upon the books of the Surviving Corporation at the amounts at which they shall be carried at that time on the books of the respective Constituent Corporations. The amount of the capital surplus and earned surplus accounts of the Surviving Corporation after the Merger shall be determined by the Board of Directors of the Surviving Corporation in accordance with the laws of the State of Florida and with generally accepted accounting principles.

#### ARTICLE VI APPROVAL OF SHAREHOLDERS

In accordance with the OGCA and FBCA, this Plan of Merger need not be submitted to the shareholders of either Old Worldwide or to the shareholders of New Worldwide. Provided this Plan of Merger is not terminated and abandoned pursuant to the provisions hereof, a Certificate of Merger shall be filed in accordance with the provisions of the OGCA and Articles of Merger shall be filed in accordance with the provisions of the FBCA.

#### ARTICLE VII ABANDONMENT

This Plan of Merger may be abandoned at any time before or after approval thereof by the Board of Directors of Old Worldwide or New Worldwide, but not later than the Effective Time of the Merger, by the Board of Directors of Old Worldwide evidenced by appropriate resolutions. In the event of the termination and abandonment of this Plan of Merger and the Merger pursuant to this Article VII, this Plan of Merger shall become void and have no effect, without any liability on the part of either of the Constituent corporations or their shareholders or directors or officers in respect thereof.

#### ARTICLE VIII AMENDMENT

Old Worldwide and New Worldwide by mutual consent of their respective Boards of Directors, may amend this Plan of Merger in such manner as may be agreed upon by them in writing at any time before the Effective Time of the Merger; provided, however, that no such amendment shall be made which shall affect the rights of the shareholders of Old Worldwide or New Worldwide in a manner which, in the judgment of the Boards of Directors of Old Worldwide or New Worldwide,

respectively, is materially adverse to such shareholders, without the approval of such shareholders.

#### ARTICLE IX FURTHER ASSURANCES

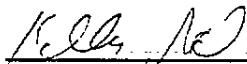
If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect, or confirm, of record or otherwise, in the Surviving Corporation, the title to any property or rights of Old Worldwide or New Worldwide acquired or to be acquired by or as a result of the Merger, the proper officers and directors of Old Worldwide and New Worldwide and the Surviving Corporation, respectively, shall be and they hereby are severally and fully authorized to execute and deliver such proper deeds, assignments and assurances in law, and take such other action as may be necessary or proper in the name of Old Worldwide, New Worldwide or the Surviving Corporation to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the purposes of this Plan of Merger.

#### ARTICLE X COUNTERPARTS

This Plan of Merger may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original, and such counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Old Worldwide and New Worldwide, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors, have each caused this Plan of Merger to be executed by its duly authorized officers, all as of the day and year first above written.

ATTEST:



Kelly S. McMakin, Secretary

WORLDWIDE FLORAL & GIFTS, INC.,  
an Oklahoma corporation

By:

  
James H. West, President

ATTEST:



Kelly S. McMakin, Secretary

WORLDWIDE FLORAL & GIFTS, INC.,  
a Florida corporation

By:

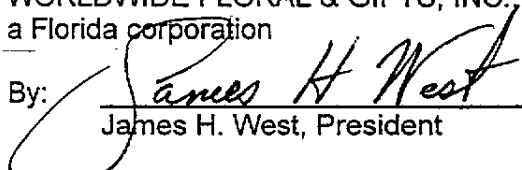
  
James H. West, President

Exhibit "B"

UNANIMOUS CONSENT OF DIRECTORS IN LIEU OF  
MEETING OF THE BOARD OF DIRECTORS  
OF WORLDWIDE FLORAL & GIFTS, INC.

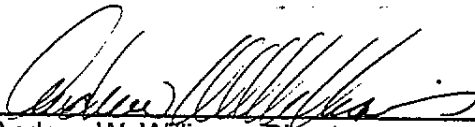
The undersigned, being all of the members of the Board of Directors of WORLDWIDE FLORAL & GIFTS, INC., an Oklahoma corporation (the "Corporation"), do hereby waive notice and do hereby consent, pursuant to the Oklahoma General Corporation Act, that the following resolutions be deemed to be adopted to the same extent and effect as if adopted at a formal meeting of the Board of Directors of the Corporation, duly called and held for the purpose of acting upon the proposals to enact such resolutions, which are as follows:

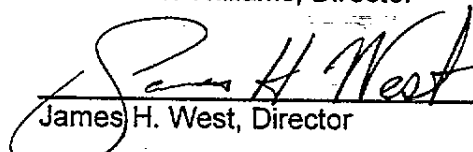
RESOLVED, that the terms and conditions associated with the merger of the Corporation into Worldwide Floral & Gifts, Inc., a Florida corporation ("Worldwide"), including, without limitation, the manner of converting the shares of the Corporation into the shares of Worldwide, are hereby approved; and

FURTHER RESOLVED, that the Certificate of Merger attached to the resolutions as Exhibit "A" are hereby accepted and approved in all respects; and

FURTHER RESOLVED, that the officers of the Corporation are hereby authorized, empowered and directed to take or cause to be taken all such further action and to sign, execute, acknowledge, certify, deliver, accept, record and file all such other instruments in the name and on behalf of the Corporation as in their judgment shall be necessary, desirable, or advisable in order to carry out the intent of and to accomplish the purposes of the foregoing resolutions.

EXECUTED TO BE EFFECTIVE on the 15<sup>th</sup> day of SEPTEMBER, 1998.

  
\_\_\_\_\_  
Andrew W. Williams, Director

  
\_\_\_\_\_  
James H. West, Director

  
\_\_\_\_\_  
Kelly S. McMakin, Director

Exhibit "C"

UNANIMOUS CONSENT OF DIRECTORS IN LIEU OF  
MEETING OF THE BOARD OF DIRECTORS  
OF WORLDWIDE FLORAL & GIFTS, INC.

The undersigned, being all of the members of the Board of Directors of WORLDWIDE FLORAL & GIFTS, INC., a Florida corporation (the "Corporation"), do hereby waive notice and do hereby consent, pursuant to the Florida Business Corporation Act, that the following resolutions be deemed to be adopted to the same extent and effect as if adopted at a formal meeting of the Board of Directors of the Corporation, duly called and held for the purpose of acting upon the proposals to enact such resolutions, which are as follows:

RESOLVED, that the terms and conditions of that certain Agreement and Plan of Merger associated with the merger of Worldwide Floral & Gifts, Inc., an Oklahoma corporation ("Merging Corporation") into the Corporation, including, without limitation, the manner of converting the shares of the Merging Corporation into the shares of the Corporation, are hereby approved; and

FURTHER RESOLVED, that Articles of Merger attached to the resolutions as Exhibit "A" are hereby accepted and approved in all respects; and

FURTHER RESOLVED, that the officers of the Corporation are hereby authorized, empowered and directed to take or cause to be taken all such further action and to sign, execute, acknowledge, certify, deliver, accept, record and file all such other instruments in the name and on behalf of the Corporation as in their judgment shall be necessary, desirable, or advisable in order to carry out the intent of and to accomplish the purposes of the foregoing resolutions.

EXECUTED TO BE EFFECTIVE on the 15<sup>th</sup> day of SEPTEMBER, 1998.

  
James H. West, Director

  
Kelly S. McMakin, Director

  
Andrew W. Williams, Director