

Filing Fee: See Instructions

ID Number: 10096



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

RECEIVED
SECRETARY OF STATE
CORPORATIONS DIV
2009 DEC 18 PM 1:52

ARTICLES OF MERGER OR CONSOLIDATION INTO
SWAROVSKI NORTH AMERICA LIMITED

(Insert full name of surviving or new entity on this line.)

SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Pursuant to the applicable provisions of the General Laws of Rhode Island, 1956, as amended, the undersigned entities submit the following Articles of ☒ Merger or ☐ Consolidation (check one box only) for the purpose of merging or consolidating them into one entity.

- a. The name and type (for example, business corporation, non-profit corporation, limited liability company, limited partnership, etc.) of each of the merging or consolidating entities and the state under which each is organized are:

Name of entity	Type of entity	State under which entity is organized
SHARPE DRIVE CORP. (RI Corp. ID #118327)	CORPORATION	RHODE ISLAND
<u>Swarovski North America Limited</u>	<u>Corporation</u>	<u>Rhode Island</u>

- b. The laws of the state under which each entity is organized permit such merger or consolidation.

- c. The full name of the surviving or new entity is SWAROVSKI NORTH AMERICA LIMITED

which is to be governed by the laws of the state of RHODE ISLAND

- d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. (Attach Plan of Merger or Consolidation)

- e. If the surviving entity's name has been amended via the merger, please state the new name:

N/A

- f. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it: (i) may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and (iii) the address to which a copy of such process of service shall be mailed to it by the Secretary of State is:

N/A

- g. These Articles of Merger or Consolidation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing UPON FILING

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO TITLE 7, CHAPTER 1.2 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

- a. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic corporation the amount, if any, to which they shall be entitled under the provisions of Title 7, Chapter 1.2 of the General Laws of Rhode Island, 1956, as amended, with respect to dissenting shareholders.

FILED

DEC 18 2009

106479

1:52

b. Complete the following subparagraphs i and ii only if the merging business corporation is a subsidiary corporation of the surviving corporation.

i) The name of the subsidiary corporation is SHARPE DRIVE CORP.

ii) A copy of the plan of merger was mailed to shareholders of the subsidiary corporation (such date shall not be less than 30 days from the date of filing) DECEMBER 1, 2009

c. As required by Section 7-1.2-1003 of the General Laws, the corporation has paid all fees and franchise taxes.

.....
SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO TITLE 7, CHAPTER 6 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

- a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast; OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto.
- b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such non-profit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.

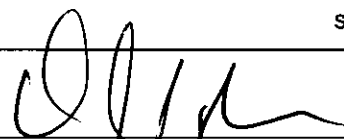
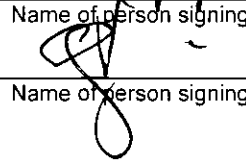
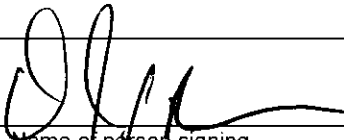
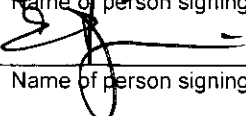
.....
SECTION IV: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED PARTNERSHIP PURSUANT TO TITLE 7, CHAPTER 13 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED

a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is:

b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which is to merge or consolidate.

.....
SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

		SWAROVSKI NORTH AMERICA LIMITED	
		_____ Print Entity Name	
By:		DOUGLAS P. BROWN, EXECUTIVE VICE PRESIDENT	
	_____ Name of person signing	_____ Title of person signing	
By:		EDWARD J. CAPOBIANCO, SECRETARY	
	_____ Name of person signing	_____ Title of person signing	
		SHARPE DRIVE CORP.	
		_____ Print Entity Name	
By:		DOUGLAS P. BROWN, EXECUTIVE VICE PRESIDENT	
	_____ Name of person signing	_____ Title of person signing	
By:		EDWARD J. CAPOBIANCO, SECRETARY	
	_____ Name of person signing	_____ Title of person signing	

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of the 31st day of October, 2009, by and among SHARPE DRIVE CORP., a Rhode Island corporation ("Sharpe"), and SWAROVSKI NORTH AMERICA LIMITED, a Rhode Island corporation ("SNAL").

WITNESSETH:

WHEREAS, the authorized capital stock of Sharpe consists of 4,000 shares of common stock, \$0.01 par value per share, of which 100 shares are issued and outstanding and owned by SNAL; and

WHEREAS, Sharpe and SNAL are each "Close Corporations" with no board of directors; and

WHEREAS, the merger of Sharpe with and into SNAL pursuant to the terms of this Agreement has been authorized and approved by (i) Swarovski U.S. Holding Limited as the sole shareholder of SNAL and (ii) SNAL as the sole shareholder of Sharpe, all in accordance with the laws of the State of Rhode Island.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed that, in accordance with the applicable statutes of the State of Rhode Island, Sharpe shall be, and hereby is, at the Effective Time (as defined below), merged with and into SNAL (the "Merger"), with SNAL as the surviving corporation. The mode of carrying the Merger into effect shall be as follows:

SECTION 1. Merger. As of the Effective Time, Sharpe shall be merged with and into SNAL, the separate existence of Sharpe, except insofar as the same may be continued by statute, shall cease, and SNAL shall be the surviving corporation.

SECTION 2. Terms and Conditions. The terms and conditions of the Merger are as follows:

(a) Purposes. The purposes of SNAL, as the same exist as of the Effective Time, shall be the purposes of the surviving corporation until altered, amended or repealed by an amendment to the Articles of Incorporation of SNAL.

(b) Bylaws. The bylaws of SNAL, as the same exist as of the Effective Time, shall be the bylaws of the surviving corporation until altered, amended or repealed as therein provided (the "Bylaws").

(c) Officers. As of the Effective Time, the current officers of SNAL shall be the officers of the surviving corporation, and shall hold office until their successors are elected and qualified, or until their earlier death, resignation or removal, in accordance with the bylaws.

(d) Effect of Merger. As of the Effective Time, all of the estate, property, rights, privileges, powers, franchises and interests of Sharpe and all of its property, real, personal and mixed, and all the debts due on whatever account of each of them, as well as all stock subscriptions and every other chose in action belonging to Sharpe, to the extent provided by applicable law, shall be vested in SNAL as the surviving corporation, without further act or deed, as provided by and in accordance with the applicable provisions of the Rhode Island Business Corporation Act, as the same may be amended. Without limiting the generality of the foregoing, as of the Effective Time, all claims, demands, property and every other interest of Sharpe shall be the property of SNAL as the surviving corporation, as the same were of Sharpe, subject, however, to all of the liabilities and obligations of and the rights of creditors thereof, for which SNAL as the surviving corporation shall be liable in the same manner and to the same extent as if the surviving corporation had incurred such liabilities and obligations.

(e) Service of Process. The surviving corporation may be served with process in the State of Rhode Island in any proceeding for enforcement of any obligation of Sharpe, as well as for enforcement of any obligation of the surviving corporation arising from the Merger, and the surviving corporation does hereby irrevocably appoint Edward J. Capobianco as its agent to accept service of process in any such suit or other proceedings. The address to which such process shall be made is Swarovski North America Limited, One Kenney Drive, Cranston, Rhode Island 02920, until such time as the surviving corporation shall have hereafter designated in writing a different address for such purpose.

SECTION 3. Outstanding Shares and Partnership Interests.

(a) Shares of Sharpe. At the Effective Time, each share of common stock of Sharpe, \$0.01 par value per share, which is issued and outstanding immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, shall forthwith be cancelled, and all rights in respect thereto terminated.

(b) Cancellation of Stock Certificates. From and after the Effective Time, each holder of a certificate or certificates which heretofore represented shares of common stock, \$0.01 par value per share, of Sharpe shall cease to have any rights as a shareholder of Sharpe, except as such are expressly reserved to such shareholder by statute or as otherwise set forth herein. From and after the Effective Time, each holder of any certificate or certificates representing such shares of common stock of Sharpe shall surrender the same to SNAL for cancellation. Until so surrendered, the outstanding shares of common stock of Sharpe, to be cancelled as provided herein, shall be treated by SNAL for all corporate purposes as cancelled and all rights in respect thereto terminated.

SECTION 4. Articles of Incorporation.

As of the Effective Time, the Articles of Incorporation of SNAL shall be the Articles of Incorporation of the surviving corporation until altered, amended or repealed as provided by law.

SECTION 5. Additional Assignments.

To the extent permitted or required by law, from time to time as and when

requested by SNAL or by its successors or assigns, Sharpe shall execute and deliver, or cause to be executed and delivered, all such deeds and instruments, or to take, or cause to be taken, such further or other action as the surviving corporation may deem necessary or desirable, in order to vest in and confirm to SNAL title to, and possession of, any property of Sharpe acquired by reason of or as a result of the Merger, and otherwise to carry out the intent and purposes hereof; and the proper officers of Sharpe are fully authorized in the name of Sharpe to take any and all such action.

SECTION 6. Effective Time.

The Merger provided for in this Agreement shall become effective December [], 2009 (the "Effective Time") upon execution and filing of Articles of Merger with the office of the Secretary of State of the State of Rhode Island in accordance with the applicable provisions of the Rhode Island Business Corporation Act, as may be amended, such Effective Time to be not later than December [], 2009.

SECTION 7. Miscellaneous.

7.1 Applicable Law. This Agreement shall in all respects be governed by the laws of the State of Rhode Island, without reference to principles of conflicts of law thereof.

7.2 Severability. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein and any present or applicable future statute, law, ordinance or regulation, the latter shall prevail; but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of this Agreement shall not be affected thereby.

7.3 Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder, to carry out the intent of the parties hereto.

7.4 Modification or Amendments. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all the parties hereto.

7.5 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

7.6 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter.

7.7 Captions. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the the text of the section and not such caption shall control and govern in the construction of this Agreement.

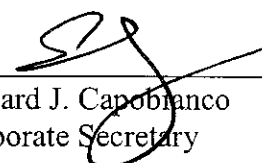
7.8 Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers thereunto duly authorized as of the day and year first written above.

WITNESS:

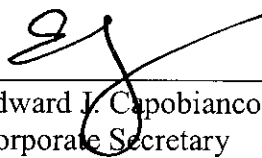
SHARPE DRIVE CORP.



By: 
Name: Edward J. Capobianco
Its: Corporate Secretary

SWAROVSKI NORTH AMERICA LIMITED



By: 
Name: Edward J. Capobianco
Its: Corporate Secretary