

P000000914634

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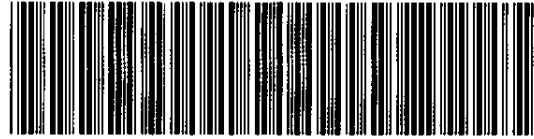
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Merger
[Signature]

FILED
2011 JUN 30 PM 4:12

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Intec, 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:

Eliot C. Abbott

Contact Person

Hinshaw & Culbertson, LLP

Firm/Company

One East Broward Blvd., Suite 1010

Address

Ft. Lauderdale, FL 33301

City/State and Zip Code

eabbott@hinshawlaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Eliot C. Abbott

Name of Contact Person

At (954)

375-1198

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

FILED
2010 JUN 30 PM 4:13
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
on Act,

First: The name and jurisdiction of the surviving corporation:

Second: The name and jurisdiction of each merging corporation:

Third: The Plan of Merger is attached.

OR 6 / 30 / 2010 (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.)

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

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

Intec, Inc.

Marie Perle

Marc Iacovelli, Chief Executive Officer

I-Tec Electronics, Inc.

Monte Carlo

Marc Iacovelli, Chief Executive Officer

PLAN OF MERGER **(Non Subsidiaries)**

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

First: The name and jurisdiction of the surviving corporation:

Jurisdiction

Florida

Second: The name and jurisdiction of each merging corporation:

Jurisdiction

Florida

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

See Attached.

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:

See Attached.

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

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

Not Applicable.

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

AGREEMENT AND PLAN OF MERGER
OF
I-TEC ELECTRONICS, INC., A FLORIDA CORPORATION
AND
INTEC, INC.

The following Agreement and Plan of Merger has been submitted to and approved by the Board of Directors and Shareholders of i-tec Electronics, Inc., a Florida corporation, whose Document Number is P05000018658 (hereinafter sometimes referred to as i-tec or Merging Company); and the Board of Directors and Shareholders of Intec, Inc., a Florida corporation whose Document Number is 00000094634 (hereinafter referred to as Intec or "Surviving Corporation").

1. Surviving Corporation. The Merging Company shall merge with and into the Surviving Corporation (the "Merger"). After the Merger, the name of the Surviving Corporation will continue to be INTEC, INC. Upon the Merger becoming effective, the corporate existence of the Merging Company shall cease and only the corporate existence of the Surviving Corporation will continue.

2. Conversion of Shares. As of the Effective Date (as defined in Section 7 hereof) of the Merger, the issued and outstanding shares of the only class of stock of i-tec and the Surviving Corporation's outstanding shares of stock will be converted and exchanged set forth below.

a. I-Tec's Common Stock. All of the Shares of the par value common stock of i-tec issued and outstanding immediately prior to the Effective Date shall, solely by virtue of the Merger and without any action on the part of the holder thereof, be

cancelled. No cash or other property shall be given as consideration for the cancellation of such shares.

b. Surviving Corporation's Common Stock. Each share of \$.01 par value common stock of the Surviving Corporation (the "Surviving Corporation's Common Stock") issued and outstanding immediately prior to the Effective Date, and all rights to payment of dividends declared with respect to the Surviving Corporation's Common Stock, shall, solely by virtue of the Merger and without any action by the holder thereof, remain unchanged. On the Effective Date, Shareholder of the Merging Company shall deliver to the Surviving Corporation its Share Certificate representing all of the shares of the Merging Company owned by the Shareholder, duly endorsed in blank. The Surviving Corporation hereby agrees that, upon receipt of such Share Certificates from the Shareholder of the Merging Company, the Surviving Corporation shall cancel said shares. As of the Effective Date, each share of the Merging Company in the Merging Company's treasury immediately prior to the Effective Date shall, solely by virtue of the Merger and without any action by the holder thereof, be canceled and retired and all rights in respect thereof shall cease to exist, without any conversion thereof.

3. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation in effect immediately prior to the Effective Date shall continue to be the Articles of Incorporation of the Surviving Corporation.

4. Bylaws. The Bylaws of the Surviving Corporation in effect immediately prior to the Effective Date shall continue to be the Bylaws of the Surviving Corporation and shall not be amended by the Merger.

5. Directors. The Directors of the Surviving Corporation immediately prior to the Effective Date shall be the Directors of the Surviving Corporation and will hold office from the Effective Date until their respective successors are duly elected and qualified, or until their earlier resignation or removal, or as otherwise provided by law.

6. Officers. The officers of the Surviving Corporation immediately prior to the Effective Date shall be the officers of the Surviving Corporation and shall hold office from the Effective Date until their respective successors are duly elected and qualified, or until their earlier resignation or removal, or otherwise as provided by law.

7. Effective Date. The Merger shall become effective as of June 30, 2010. The date and time when the Merger shall become effective is herein referred to as the "Effective Date."

8. Effect of Merger. As of the Effective Date, 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 the Merging Company and the Surviving Corporation; and all singular rights, privileges, powers and franchises of the Merging Company and the Surviving Corporation, and all property, real, personal and mixed, and all debts due to the Merging Company or Surviving Corporation on whatever account shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, including leasehold interests, shall be thereafter effectively, the property of the Surviving Corporation as they were of the Merging Company, and the title to any real estate vested by deed or by otherwise (if any) in the Merging Company, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of the Merging

Company shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Company 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.

9. Notice of General Provisions. All notices, requests, waivers and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or mailed registered or certified first-class mail, postage prepaid, as follows:

i-tec Electronics, Inc.
7600 Corporate Center Drive, Suite 400
Miami, FL 33121
Attention: CEO

Intec, Inc.
7600 Corporate Center Drive, Suite 400
Miami, FL 33121
Attention: CEO

10. Further Assurances. After the Effective Date, the Surviving Corporation may execute and deliver any deed or assignment or other document or certificate which the Surviving Corporation determined necessary or desirable to carry out the purposes of the above-described Agreement and Plan of Merger, and the Surviving Corporation and the Merging Company agree that the proper officers, directors, managers and members, as the case may be, of the Surviving Corporation or of the Merging Company are fully authorized in the name of the Surviving Corporation or otherwise to execute such documents or certificates.

11. Entire Understanding. This Agreement constitutes the entire agreement and supersedes all prior agreements, both written and oral, among the parties hereto with respect to the subject matter hereof.

12. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Headings. The headings preceding the text of sections of this Agreement are for convenience only and shall not be deemed part of this Agreement.

14. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

15. Board of Directors Approval. The Board of Directors of the Surviving Corporation, and the Board of Directors of i-tec have approved the transactions contemplated herein.

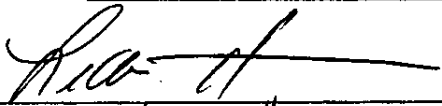
16. Shareholders Approval. The Shareholders of the Surviving Corporation and the Shareholder of the Merging Company have approved the transactions contemplated herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of
the 15th day of June, 2010.


WITNESSES:

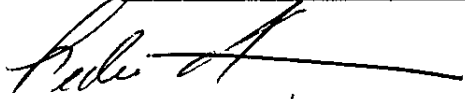
i-tec Electronics, Inc., a Florida corporation

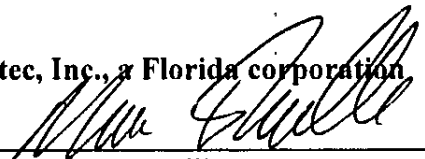

Print Name: David Kravitz


Print Name: Lidia Herrera


By: Marc Iacovelli
Title: CEO


Print Name: David Kravitz


Print Name: Lidia Herrera

Intec, Inc., a Florida corporation ,

By: Marc Iacovelli
Title: CEO