

P04000000689

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

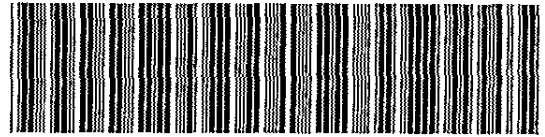
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



700031336037

03/31/04--01047--025 **93.75

FILED

04 MAR 31 PM 1:42

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

4-7
001101904

Holden Securities, Inc.
Mergers & Acquisitions Business Consultant
12160 Northwest 53rd Street
Coral Springs, FL 33076
Tel: (954) 757-4311 Fax: (954) 757-4311 E-Mail: joeico2@aol.com

Monday, March 29, 2004

Secretary of State
Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

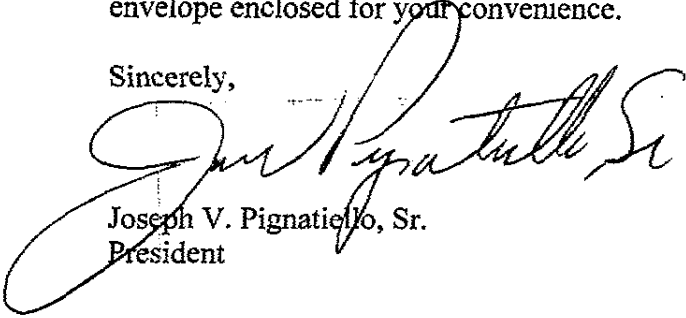
RE: HOLDEN SECURITIES, INC. Plan of Merger

Dear Sir or Madam:

Enclosed for filing is the original Plan of Merger between HIS, Inc. and HIS, Inc., together with a check made payable to the Secretary of State in the amount of \$93.75.

Please return a certified copy of the recorded document to me in the self-addressed, stamped envelope enclosed for your convenience.

Sincerely,



Joseph V. Pignatiello, Sr.
President

ARTICLES OF MERGER
Merger Sheet

MERGING:

HOLDEN SECURITIES, INC., A Cayman Island Company

INTO

HOLDEN SECURITIES, INC., a Florida entity,

File date: December 29, 2003

Corporate Specialist: _____

04 MAR 31 PM 1:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

ARTICLES OF MERGER

04 MAR 31 PM 1:42

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/ or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Holden Securities, Inc. Elizabeth Square, 3 rd Floor Box 1959 George Town Grand Cayman Cayman Islands British West Indies	Cayman Islands	Corporation

Cayman Document/Registration Number:

Holden Securities, Inc. 12160 Northwest 53 rd Street Coral Springs, Florida 33076	Florida	Corporation
--	---------	-------------

Florida Document/Registration Number: PO4000000689

SECOND: The exact name, street address of its principal office, jurisdiction and entity type of the surviving party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Holden Securities, Inc. 12160 Northwest 53 rd Street Coral Springs, Florida 33076	Florida	Corporation

Florida Document/Registration Number: PO4000000689

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the **surviving** party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Holden Securities, Inc. 12160 Northwest 53 rd Street Coral Springs, Florida 33076	Florida	Corporation

Florida Document/Registration Number: PO4000000689 FEI Number: None

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/ or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/ or limited partnership that is a party to the merger in accordance with Chapter(s) 607,617,608, and/ or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINTH: The merger shall become effective as of:
The date the Articles of Merger are filed with Florida Department of State
OR

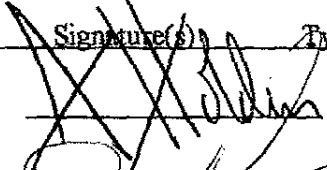
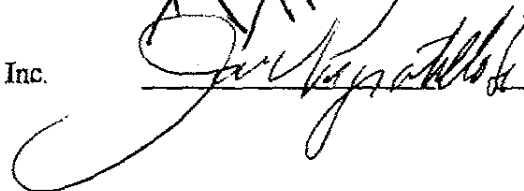
December 29, 2003.

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

(Note: Please see instructions for requires signatures.)

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individuals</u>
Holden Securities, Inc. Cayman Islands		Anthony Holden
Holden Securities, Inc. Florida		Joseph V. Pignatiello, Sr.

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381 and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Holden Securities, Inc.	Florida
Holden Securities, Inc.	Cayman Islands

SECOND: The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Holden Securities, Inc.	Florida

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

Holden Securities, Inc., (Cayman Islands), shall cease and the surviving corporation shall succeed, without transfer, to all the rights and property of Holden Securities, Inc. (Cayman Islands), and shall be subject to all the debts and liabilities of the merging Companies in the same manner as if the surviving corporation had itself incurred them. All rights of creditors, and all liens on the property of each constituent Company shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

The Surviving Corporation will carry on business with the assets of Holden Securities, Inc. (Cayman Islands), as well as with the assets of Holden Securities, Inc. (Florida).

The shareholders of Holden Securities, Inc. (Cayman Islands), will surrender all of their shares in the manner hereinafter set forth.

In exchange for the shares of Holden Securities, Inc., (Cayman Islands), surrender by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock.

The Shareholders of Holden Securities, Inc., (Florida), will retain their shares of the surviving Corporation.

The Articles of Incorporation of Holden Securities, Inc. (Florida), as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

As material inducement to Holden Securities, Inc., (Florida), to execute this Agreement and perform its obligations under this Agreement, Holden Securities, Inc. (Cayman Islands), represents and warrants the following:

1. Holden Securities, Inc. (Cayman Islands), is a Company duly organized, validly existing, and good standing under the laws of the Cayman Islands, with Company's power and authority to own property and carry on its business as it is now being conducted. Holden Securities, Inc., (Cayman Islands), is a Company duly organized, validly existing, and in good standing under the laws of the Cayman Islands, with Company's power and authority to own property and carry on its business as it now being conducted. Neither Holden Securities,

Inc. (Cayman Islands), is required to be qualified as a foreign Company to transact business in any other jurisdiction. Holden Securities, Inc., (Cayman Islands), has initial contributed capital of \$10,000 with no issuance of common stock.

2. All required federal, state, and local tax returns of Holden Securities, Inc. (Cayman Islands), have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to the periods covered by the returns have been paid. Holden Securities, Inc. (Cayman Island), has not been delinquent in the payment of any tax or assessment.
3. The Board of Directors has authorized, by adoption of a Resolutions, the execution of this Plan and Agreement of Merger.
4. There exists no pending or threatened litigation, which would jeopardize the authority of the Companies to enter into the merger set forth herein.

As a material inducement to Holden Securities, Inc. (Cayman Islands), to execute this Agreement and perform its obligations under this Agreement. Holden Securities, Inc. (Florida), represents and warrants to Holden Securities, Inc. (Florida), as follows:

1. Holden Securities, Inc. (Florida), is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. Holden Securities, Inc. (Florida), is qualified to transact business as a foreign corporation and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.

1. Holden Securities, Inc. (Florida), has an authorized capitalization of 100, consisting of 100 shares of common stock, each of \$.01 par value. As of the date of this Agreement, 100 shares of the common stock are validly issued and outstanding, fully paid, and nonassessable.

The parties will mutually arrange for and manage all necessary procedures under the requirements of Federal and Florida securities laws and the related supervisory commissions to the end that this Plan is properly processed to comply with registration formalities, or take full advantage of any appropriate exemptions from registration, and otherwise be in accord with all antifraud restrictions in this area.

This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida for approval.

Except as may be expressly waived in writing by Holden Securities, Inc., (Cayman Islands), all of the obligations of Holden Securities, Inc. (Cayman Islands), under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Holden Securities, Inc. (Florida).

1. The representations and warranties made by Holden Securities, Inc. (Florida) to Holden Securities, Inc. (Cayman Islands), in this Agreement or in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If Holden Securities, Inc. (Florida), shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to Holden Securities, Inc. (Cayman Islands) and shall either correct the error, misstatement or omission or obtain a written waiver from Holden Securities, Inc. (Cayman Islands).

2. Holden Securities, Inc. (Florida) shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

3. No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

4. All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinion, instruments, and documents shall be satisfactory in form and substance to counsel for Holden Securities, Inc. (Cayman Islands).

FOURTH:

A: The holders of shares of Holden Securities, Inc. (Cayman Islands), shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Merger.

The Shareholders of Holden Securities, Inc. (Florida), shall be entitled to receive shares of the Surviving Corporation, totaling 100 of the outstanding shares of the Surviving Corporation, to be distributed on a basis to be determined. No fractional shares of common stock of Holden Securities, Inc. (Florida), shall be issued.

There are no outstanding shares of preferred stock of Holden Securities, Inc. (Florida). The currently outstanding 100 shares of common stock of Holden Securities, Inc. (Florida), each of \$.01 per value, shall remain outstanding as common stock, each of \$.01 per value, of the Surviving Corporation.

B: The manner and basis of converting rights to acquire of each merged party into rights to acquire of the Surviving Entity are as follows: The holders of shares of Holden Securities, Inc. (Cayman Islands), shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Merger.

The Shareholders of Holden Securities, Inc. (Cayman Islands), shall be entitled to receive shares of the Surviving Corporation, totaling 100 of the outstanding shares of the Surviving Corporation, to be distributed on a basis to be determined. No fractional shares of common stock of Holden Securities, Inc. (Florida), shall be issued.

FIFTH: Not Applicable.

SIXTH: Not Applicable.

SEVENTH: Not Applicable.

EIGHTH: Other provisions, if any, relating to the merger:

Except as limited by this provisions as stated hereto, pending consummation of the merger, each of the constituent Companies will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with prior consent in writing of Holding Securities, Inc. (Florida), pending consummation of the merger, Holden Securities, Inc. (Cayman Islands) shall not:

1. Except on declaration and payments of a cash dividend on its common stock not exceeding \$.00 per share, declare or pay any dividend or make any other distribution of its shares.
2. Create or issue any indebtedness for borrowed money.
3. Enter into any transaction other than those involved in carrying on its ordinary course of business.

This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida for approval.

No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinion, instruments, and documents shall be satisfactory in form and substance to counsel for Holden Securities, Inc. (Cayman Islands).

Each stockholder shall have delivered a letter to Holden Securities, Inc. (Florida), containing the indemnity agreement and other provisions prescribed in this Agreement.

On the Effective date, the names of the Directors and principal officers of the Surviving Corporation who shall hold office until the next annual meeting of the shareholders of the surviving Corporation or until their respective successors have been elected or appointed and qualified are:

- (A) Director: Joseph V. Pignatiello, Sr.
- (B) Officers: Joseph V. Pignatiello, Sr., President

The Bylaws of Holden Securities, Inc. (Florida), as existing on the Effective Date of the merger, shall continue in full force as the Bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the Bylaws or as provided by law.

All statements contained in any memorandum, certificate, letter, document or other instruments delivered by or on behalf of Holden Securities, Inc. (Cayman Islands) or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

(B) At the election of the Board of Directors of either constituent corporation if:

- (1) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.
 - (2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
 - (3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
 - (4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.
- (C) At the election of the Board of Directors of Holden Securities, Inc. (Cayman Islands), if the commissioner of Internal Revenue shall not have ruled, in substance, that for Federal income tax purposes the merger will qualify as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code and that no gain or loss will be recognized to the shareholders of Holden Securities, Inc. (Cayman Islands), on the exchange of their common stock for stock of the Surviving Corporation.
- (D) At the election of the Board of Directors of Holden Securities, Inc. (Florida), if without the prior consent in writing of Holden Securities, Inc. (Florida), Holden Securities, Inc. (Cayman Islands), shall have:
- (1) Declared or paid a cash dividend on its common stock in excess of \$.01 per share, or declared or paid any other dividend or made any other distribution on its shares.
 - (2) Created or issued any indebtedness for Borrowed money.
 - (3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

Notice of and liability on Termination

Holden Securities, Inc. (Cayman Islands), agrees that on or prior to the Effective Date it shall obtain from the stockholders an agreement under which the stockholders shall:

(A) Make those representations and warranties to Holden Securities, Inc. (Florida), are described in this Agreement, as of the Effective Date;

(B) Agree that the representations and warranties made by him or her shall survive for a period of three years after the Effective Date;

(C) Agree to indemnify Holden Security, Inc. (Florida), for misrepresentations or breach of any warranty made to Holden Securities, Inc. (Cayman Islands), and

(D) Agree to pay all expenses incurred or to be incurred by or on behalf of Holden Securities, Inc. (Cayman Islands), in excess of U.S \$5,000 IN CONNECTION WITH AND ARISING OUT OF THIS Agreement.

Holden Securities, Inc. (Cayman Islands), will cause the stockholders to pay all expenses in excess of U.S. \$5,000 incurred by Holden Securities, Inc. (Cayman Islands), in connection with and arising out of this Agreement and the transactions contemplated by this Agreement, including without limitation all fees and expenses of Holden Securities, Inc. (Cayman Islands), counsel and accountants (none of which shall be charged to Holden Securities, Inc. (Cayman Islands).)

This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of any of the constituent corporations:

(A) By mutual consent of the Boards of Directors of the corporations.

If an election is made to terminate this Agreement and abandon the merger:

(A) The President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.

(B) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

Holden Securities, Inc. (Cayman Islands), agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. Holden Securities, Inc. (Cayman Islands), further or other actions as the Surviving Corporation

may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail; postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(A) In the case of Holden Securities, Inc., a Florida Company.

Joseph V. Pignatiello, Sr., President
12160 Northwest 53rd Street
Coral Springs, Florida 33076

In the case of Holden Securities, Inc., a Cayman Islands Company.

Anthony Holden, President
Elizabeth Square, 3rd Floor
Box 1959 George Town
Grand Cayman, Cayman Islands
British West Indies

Or to such other person or address as Holden Securities, Inc. (Cayman Islands), may from time to time request in writing.

(B) In the case of Holden Securities, Inc. (Florida), to:

Joseph V. Pignatiello, Sr., President
12160 Northwest 53rd Street
Coral Springs, Florida 33076

or to such other person or address as Holden Securities, Inc. (Florida), may from time to time request in writing.

Entire Agreement. Counterparts

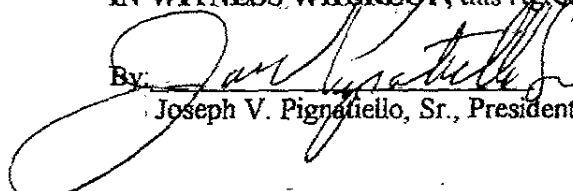
This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may

be executed in any number of counterparts, all of which taken together shall be deemed one original.

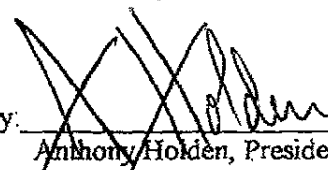
Controlling Law

The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.


IN WITNESS WHEREOF, this Agreement was executed on _____

By:  _____
Joseph V. Pignatiello, Sr., President

Holden Securities, Inc., a Florida Company.

By:  _____
Anthony Holden, President

Holden Securities, Inc., Cayman Islands Company.

ATTEST:  _____
Vice President

(SEAL)

Holden Securities, Inc. (Florida)
By:  _____
Joseph V. Pignatiello, Sr., President

ATTEST:

Secretary

(SEAL)