

P15000008405

(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



200268254042

02/16/15--01001--017 **70.00

RECEIVED

DEPARTMENT OF STATE
OFFICE OF CONSULAR AFFAIRS

15 FEB 13 PM 4:06

NOT PRESENTED
TO ACKNOWLEDGE
SUFFICIENCY OF FILINGS

FILED

15 FEB 13 AM 9:37

Merger

02-16-15

DC

SUNSHINE CORPORATE & FILING SERVICES, INC.

3458 LAKESHORE DRIVE
TALLAHASSEE, FLORIDA 32312
(850) 656-4724
TOLL FREE: 844-541-6792

COVER LETTER

WALK IN

ENTITY NAME: International Sales Associates
Inc.

CK # 1537

AMOUNT: \$ 70⁰⁰

PLEASE FILE THE ATTACHED AND RETURN:

☒ PLAIN COPY

☐ CERTIFIED COPY

PLEASE CONTACT TINA AT 850-508-1891 FOR
FURTHER INFORMATION ON THIS MATTER.

THANK YOU!

TINA GOFF, PRESIDENT

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
International Sales Associates, Inc.	Florida	P15000008405

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
International Sales Associates, Inc.	Illinois	57817976
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (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.)

Fifth: Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 2 / 7 / 2015.

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

Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 2 / 7 / 2015.

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)

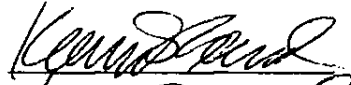
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

International Sales Associates, Inc.



Kamil Baroud, President

International Sales Associates, Inc.



Kamil Baroud, President

AGREEMENT AND PLAN OF MERGER OF
INTERNATIONAL SALES ASSOCIATES, INC. (IL)
WITH AND INTO
INTERNATIONAL SALES ASSOCIATES, INC. (FL)

This Agreement and Plan of Merger ("Agreement") made and entered into this 7th day of February, 2015 by and between INTERNATIONAL SALES ASSOCIATES, INC., an Illinois corporation (hereinafter called "ISA IL"), and INTERNATIONAL SALES ASSOCIATES, INC., a Florida corporation (hereinafter called "ISA FL" or "Surviving Corporation"), which corporations are hereafter sometimes referred to jointly as the "Constituent Corporations."

RECITALS

A. ISA IL is an Illinois corporation, incorporated on May 18, 1994. Its registered office in the State of Illinois is located at 30 S. Wacker Drive, Suite 2600, Chicago, Illinois 60606 and its registered agent is John P. Adams.

B. The total number of shares which ISA IL has authority to issue is 10,000 shares of Common stock, no par value, of which 1,000 shares are issued.

C. ISA FL is a Florida corporation having been incorporated on January 26, 2015. Its registered office in the State of Florida is located at 274 Coastal Hill Drive, Indian Harbour Beach, Florida 32937, and its registered agent is Kamil Baroud.

D. The total number of shares which ISA FL has authority to issue is 10,000 shares of Common stock, \$0.01 par value, of which 1,000 shares are issued.

E. The Boards of Directors and shareholders, as applicable, of the respective Constituent Corporations have determined that it is advisable that ISA IL be merged with and into ISA FL in a tax free reorganization qualifying under Section 368(a)(1)(F) of the Internal

Revenue Code of 1986, as amended, and have approved such merger on the terms and conditions hereinafter set forth in accordance with the laws of the States of Florida and Illinois.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

MERGER

ISA IL and ISA FL shall be merged into a single corporation in accordance with the applicable provisions of the laws of the States of Illinois and Florida, by ISA IL merging with and into ISA FL. ISA FL shall be the Surviving Corporation.

ARTICLE II

EFFECT OF THE MERGER

2.01 The merger shall become effective on FEBRUARY 13, 2015.

2.02 At the effective date and time of the merger:

a. ISA FL shall become the Surviving Corporation and the separate existence of ISA IL shall cease, except to the extent provided by the laws of the States of Illinois and Florida in the case of a corporation merged with and into another corporation.

b. The Surviving Corporation shall, without further transfer, succeed to and thereafter possess and enjoy all of the rights, privileges, immunities, powers and franchises of a public as well as a private nature, of each of the Constituent Corporations, and all property, real, personal and mixed, of and all debts due to each of the Constituent Corporations on whatever account, and all things in action, and all and every other interest of, or belonging or due to each

of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed.

c. All rights of creditors and all liens, if any, upon the property of either of the Constituent Corporations shall be preserved unimpaired by the merger, and all debts, liabilities, obligations and duties of either of the Constituent Corporations shall become the responsibility and liability of the Surviving Corporation, and may be enforced against it to the same extent as if the debts, liabilities, obligations have been incurred or contracted by it.

d. All corporate acts, plans, policies, arrangements, approvals and authorizations of ISA IL, its shareholders, officers and agents, which were valid and effective immediately prior to the effective date of the merger shall be taken for all purposes as the acts, plans, policies, arrangements, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as the same were with respect to ISA IL.

ARTICLE III

The name of the Surviving Corporation on the effective date of the merger shall be INTERNATIONAL SALES ASSOCIATES, INC.

ARTICLE IV

BY-LAWS

The By-laws of ISA FL as existing and constituted on the effective date of the merger shall constitute the By-laws of the Surviving Corporation until altered, amended or repealed.

ARTICLE V

DIRECTORS

The director of the Surviving Corporation on the effective date of the merger shall be Kamil Baroud and he shall hold office until the next annual meeting of the shareholders or until his successors shall have been elected or appointed and shall have qualified, or until his earlier resignation or removal.

ARTICLE VI

OFFICERS

The officers of the Surviving Corporation on the effective date of the merger shall be as follows, to hold office until the next annual meeting of the Board of Directors, or until his respective successors shall have been elected or appointed and shall have qualified, or until his earlier resignation or removal:

President	Kamil Baroud
Secretary	Kamil Baroud
Treasurer	Kamil Baroud

ARTICLE VII

REGISTERED AGENT AND REGISTERED OFFICE

On the effective date of the merger, the registered agent of the surviving Corporation in the State of Florida shall be Kamil Baroud, and the registered office in the State of Florida of the Surviving Corporation shall be 274 Coastal Hill Drive, Indian Harbour Beach, Florida 32937.

ARTICLE VIII

PRINCIPAL OFFICE

On the effective date of the merger the address of the principal office of the Surviving Corporation shall be 274 Coastal Hill Drive, Indian Harbour Beach, Florida 32937.

ARTICLE IX

CONVERSION OF SHARES

The manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation shall be as follows:

On the effective date, ISA IL will be merged into ISA FL. The Surviving Corporation assumes all rights, privileges, assets and liabilities of the non-survivor. As both corporations party to the merger are owned by the same shareholder, in like proportion, the 1,000 shares of Common stock, no par value, of ISA IL issued and outstanding on the effective date and time of the merger shall be surrendered and cancelled. The 1,000 shares of issued and outstanding Common stock, \$0.01 par value, of ISA FL on the effective date and time of the merger shall remain as the issued and outstanding Common stock of the Surviving Corporation following the merger. The shareholders and directors of ISA IL and ISA FL have approved this Agreement and Plan of Merger by written consent.

ARTICLE X

ACCOUNTING MATTERS

Except as herein provided with respect to the exchange and cancellation of the outstanding shares of ISA IL, upon the effective date of the merger: (a) the respective assets of ISA IL and ISA FL shall be taken up or continued on the books of the Surviving Corporation in

the amounts at which such assets shall have been carried on the respective books immediately prior to the effective date of the merger; (b) the respective liabilities and reserves of ISA IL and ISA FL (excluding capital stock, paid in capital and retained earnings) shall be taken up or continued on the books of the Surviving Corporation in the amounts at which such liabilities and reserves shall have been carried on the respective books immediately prior to the effective date of the merger; (c) the paid in capital and retained earnings of ISA IL shall be taken up on the books of the Surviving Corporation as paid in capital and retained earnings, respectively, in the amounts at which the same shall be carried on the books of ISA IL immediately prior to the merger; and (d) the fiscal year end of ISA FL shall constitute the fiscal year end of the Surviving Corporation.

ARTICLE XI

FURTHER ASSURANCE

If at any time, the Surviving Corporation shall consider or be advised that any further assignment or assurance in law is necessary or is desirable to vest in the Surviving Corporation the title to any property or rights of ISA IL, the proper officers and directors of ISA IL shall execute and make all proper assignments and assurances in law and do all things necessary or proper to vest such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement. The proper officers and directors of the Surviving Corporation are fully authorized, in the name of ISA IL, or otherwise, to take any and all such action.

ARTICLE XII

APPROVAL OF SHAREHOLDERS - TERMINATION

This Agreement shall be submitted to the shareholders of ISA IL and the shareholders of ISA FL as provided by law and it shall take effect and be deemed and be taken to be the agreement and plan or merger of the Constituent Corporations upon the approval or adoption thereof by the shareholders of ISA IL and the shareholders of ISA FL in accordance with the requirements of the laws of the States of Florida and Illinois, and upon execution, filing and recording of said documents and of doing such other acts and things as shall be required for accomplishing the merger under the provisions of the laws of the States of Florida and Illinois.

ARTICLE XIII

CERTAIN AGREEMENTS OF SURVIVING CORPORATION

13.01 ISA FL, as the Surviving Corporation, hereby agrees that it may be served with process in any proceeding for the enforcement of any obligation of ISA IL or of the rights of a dissenting shareholder of ISA IL.

13.02 ISA FL, as the Surviving Corporation, hereby agrees that it will promptly pay to the dissenting shareholders of ISA IL, if any, the amount, if any, to which they shall be entitled pursuant to the laws of the States of Florida and Illinois.

ARTICLE XIV

MISCELLANEOUS

14.01. The heading of the several articles herein have been inserted for convenience of reference only and are not intended to be a part or to effect the meaning or interpretation of this Agreement.

The parties have executed this Agreement and Plan of Merger as of the date first above written.

INTERNATIONAL SALES ASSOCIATES, INC.,
a Florida corporation

By: Kamil Baroud
Kamil Baroud, President

By: Kamil Baroud
Kamil Baroud, Secretary

INTERNATIONAL SALES ASSOCIATES, INC.,
an Illinois corporation

By: Kamil Baroud
Kamil Baroud, President

By: Kamil Baroud
Kamil Baroud, Secretary