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(Business Entity Name)

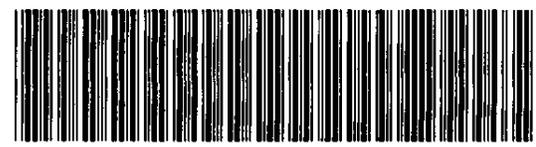
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

merger  
Sj

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** International Industrial Development Associates 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:

Frederick J. Simon

Contact Person

International Industrial Development Associates

Firm/Company

2666 SE Willoughby Blvd.

Address

Stuart, FL 34994

City/State and Zip Code

freds@iidafl.com

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

For further information concerning this matter, please call:

Carol A. Ciappina

Name of Contact Person

At ( 772 ) 220-1588

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

EFFECTIVE DATE  
12/31/10

FILED  
28 DEC 28 AM 10:15  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**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)
<u>International Industrial Development Associates Inc.</u>	<u>Delaware</u>	_____

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>S &amp; H USA Inc.</u>	<u>Florida</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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** 12 / 31 / 10 (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 December 7, 2010

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 December 7, 2010

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)

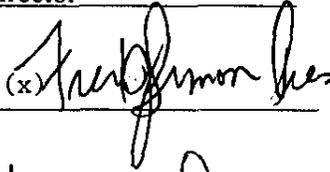
**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or Director

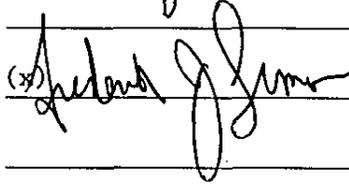
Typed or Printed Name of Individual & Title

International Industrial  
Development Associates Inc.

(x) 

Frederick J. Simon, President

S & H USA Inc.

(x) 

Frederick J. Simon, President

**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:

<u>Name</u>	<u>Jurisdiction</u>
<u>International Industrial Development Associates Inc.</u>	<u>Delaware</u>

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

<u>Name</u>	<u>Jurisdiction</u>
<u>S &amp; H USA Inc.</u>	<u>Florida</u>
<u> </u>	<u> </u>

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

The surviving corporation has acquired all of the issued and outstanding shares of the merging corporation, thereby assuming all of the assets and liabilities of the merging corporation as of December 7, 2010.

**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: The surviving corporation has made such provision and same is set forth in the Merger Agreement document on file at the principal office of the surviving corporation.

*(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:

None

**OR**

Restated articles are attached:

None

Other provisions relating to the merger are as follows:

## MERGER AGREEMENT

AGREEMENT OF MERGER made and entered into on December 7, 2010, hereinafter called the Agreement pursuant to the laws of the State of Florida by and between S&H USA Inc., a corporation duly organized and existing under the laws of the State of Florida, hereinafter called S&H, and International Industrial Development Associates Inc., a corporation duly organized and existing under the laws of the State of Delaware and qualified to transact business in the State of Florida, hereinafter called IIDA, such corporations hereinafter sometimes referred to jointly as the constituent companies.

WHEREAS the total number of shares S&H is authorized to issue is \_\_\_\_\_ shares of common, no par value stock, of which the entire amount is duly issued to Frederick J. Simon, who is its sole shareholder, and

WHEREAS the total number of shares IIDA is authorized to issue is \_\_\_\_\_ shares of common, no par value stock, of the entire amount is duly issued to Frederick J. Simon, who is its sole shareholder; and

WHEREAS, the Boards of Directors and the Sole Shareholder of the constituent companies deem it advisable for each corporation and for the sole shareholder of each that such corporations merge under and pursuant to the applicable provisions of the statutes of the State of Florida; and that each constituent company has adopted resolutions and votes and has by same approved this agreement;

NOW THEREFORE, in consideration of these premises and of the mutual agreements herein contained, the parties hereto agree that pursuant to the laws of the State of Florida, S&H shall be merged into IIDA, which shall be the surviving corporation, hereinafter referred to as the surviving company, and that the terms and conditions of the merger of, the mode of carrying it into effect, the manner of converting and exchanging the shares of the constituent companies into shares of the surviving company and other details necessary and proper are and shall be hereinafter set forth.

1. Upon the merger becoming effective in accordance with the law of the State of Florida the constituent companies shall be a single company known as IIDA, as the surviving company. The separate existence of S&H cease except to the extent provided for by the laws of the State of Florida after its merger into another corporation.

2. At the effective date of the merger, for all purposes of the laws of the State of Florida, the separate existence of S&H shall cease and S&H shall be merged into IIDA which shall possess all the rights, privileges, powers, and franchises as well of a public as of a private nature, and shall be subject to all the restrictions, disabilities, and duties of each of the Constituent Companies so merged; and all and singular, the rights, privileges, powers, and franchises of each of the Constituent Companies, and all property, real, personal, and mixed, and all debts due to any of such Constituent Companies on whatever account, as well for share subscriptions as for all other things in action or belonging to each of such

Constituent Companies, shall be vested in the Surviving Company; and all property, rights, privileges, powers, and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of the respective Constituent Companies, and the title to any real estate vested by deed or otherwise, under the laws of this State in any of such Constituent Companies, shall not revert or be in any way impaired by reason of the merger; but all rights of creditors and all liens upon any property of any of such Constituent Companies shall be preserved unimpaired, and all debts, liabilities, and duties of the respective Constituent Companies shall thenceforth attach to such Surviving Company, and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

3. The Bylaws of IIDA as in effect on the effective date of the merger shall be and constitute the Bylaws of the Surviving Company, until the same shall thereafter be altered, amended, or repealed in accordance with the law, the Certificate of Incorporation, and such Bylaws.

4. The directors and officers of IIDA immediately prior to the merger becoming effective shall be and constitute the directors and officers of the Surviving Company. If on the effective date of the merger a vacancy shall exist in the Board of Directors or in any of the offices of the Surviving Company, such vacancy may thereafter be filled in the manner provided by the Certificate of Incorporation and the Bylaws of the Surviving Company and the laws of State of Florida.

5. *Certificate of incorporation.* The Certificate of Incorporation of the Surviving Company shall be the Certificate of Incorporation of IIDA as in effect on the date hereof.

6. *Conversion of shares.* The shares of the Constituent Companies shall be converted and exchanged into shares of the Surviving Company for all corporate purposes, to evidence ownership of those Shares. Upon the effective date, the shares of S&H issued and outstanding shall, by virtue of this merger, be cancelled, and all rights in respect thereof shall forthwith cease to exist and be cancelled.

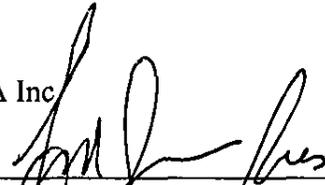
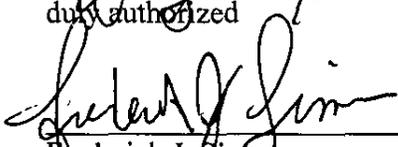
7. *Further instruments.* If at any time the Surviving Company shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Company the title to any property or rights of S&H, the proper officers and directors of S&H shall, and will, execute and make all such proper assignments and assurances in law and do all things necessary or proper to vest such property or rights in the Surviving Company, and otherwise to carry out the purposes of this agreement.

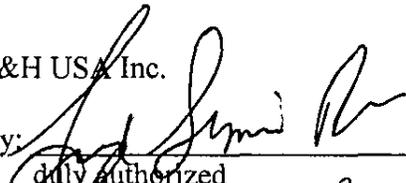
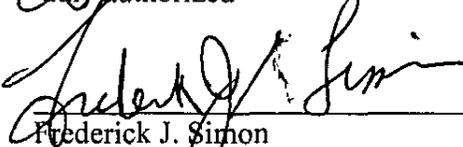
8. *Shareholder approval.* This agreement shall be submitted to the shareholders of each of the Constituent Companies as provided by law, and shall take effect and be the agreement of merger of IIDA and S&H after adoption thereof by the shareholders of each of the Constituent Companies in accordance with the laws of the State of Florida and upon the execution and filing of such documents as shall be required for accomplishing the merger under the laws of the State of Florida.

9. *Termination.* This agreement and the merger may be terminated and abandoned by the Constituent Companies before the merger becomes effective, notwithstanding approval of this agreement by the shareholders of both of the Constituent Companies. In the event of the termination and abandonment of this agreement and the merger pursuant to the foregoing provisions of this paragraph, this agreement shall become void and have no effect, without any liability on the part of either IIDA or S&H or the shareholders or directors or officers thereof.

10. *Counterparts.* This agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

In witness whereof, the parties hereto have signed and affixed their respective corporate seals, all as of the date first above written.

IIDA Inc.  
By:   
duly authorized  
  
Frederick J. Simon  
Sole Shareholder of IIDA Inc.

S&H USA Inc.  
By:   
duly authorized  
  
Frederick J. Simon  
Sole Shareholder of S&H USA Inc.