

M00849

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

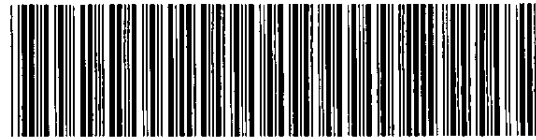
(Business Entity Name)

(Document Number)

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EFFECTIVE DATE
4-1-13

SECRETARY OF STATE
DIVISION OF CORPORATIONS
2013 MAR 19 PM 1:54
SUPERVISOR OF FINING

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 MAR 1 PM 2:45

Merger

MAR 19 2013

T. BROWN



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 575552 4332313

AUTHORIZATION :

Susie Knight

COST LIMIT : \$ ~~68.75~~

78.75

ORDER DATE : March 19, 2013

ORDER TIME : 1:07 PM

ORDER NO. : 575552-005

CUSTOMER NO: 4332313

ARTICLES OF MERGER

SWAN INTERNATIONAL, LLC

INTO

SOLIDEAL USA INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: SOLIDEAL USA INC.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Jody L. Petras

Contact Person

Buchanan Ingersoll & Rooney, PC

Firm/Company

One Oxford Centre, 301 Grant St., 20th Fl.

Address

Pittsburgh, PA 15219

City, State and Zip Code

jody.petras@bipc.com

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

For further information concerning this matter, please call:

Jody L. Petras

Name of Contact Person

at (412) 392-2082

Area Code and Daytime Telephone Number

Certified Copy (optional) \$8.75

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 MAR 19 PM 2:45

Articles of Merger
For
Florida Profit or Non-Profit Corporation

EFFECTIVE DATE
4-1-13

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
SOLIDEAL USA INC.	Florida	corporation
Swan International, LLC	Florida	limited liability company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
SOLIDEAL USA INC.	Florida	corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

~~12:01 a.m. on April 1, 2013~~

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

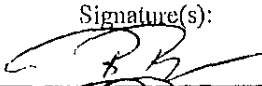
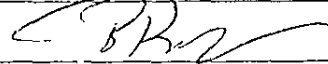
N/A

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
SOLIDEAL USA INC.		Robert Bulger
Swan International, LLC		Robert Bulger

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Swan International, LLC	Florida	Limited Liability Company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
SOLIDEAL USA INC.	Florida	Corporation

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

See Exhibit A attached hereto and made a part hereof.

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See Exhibit A attached hereto and made a part hereof.

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See Exhibit A attached hereto and made a part hereof.

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

N/A

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

N/A

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

See Exhibit A attached hereto and made a part hereof.

(Attach additional sheet if necessary)

"Exhibit A"

**AGREEMENT AND PLAN OF MERGER
OF
SWAN INTERNATIONAL, LLC
INTO
SOLIDEAL USA INC.**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into as of March 15, 2013 by and between **SWAN INTERNATIONAL, LLC**, a limited liability company of the State of Florida ("Swan International") and **SOLIDEAL USA INC.**, a corporation of the State of Florida ("Solideal").

WHEREAS, Solideal is a Florida corporation, with its registered office therein located at c/o CT Corporation System, 1200 South Pine Island Road, Plantation FL 33324 (Broward County); and

WHEREAS, Swan International, a Florida limited liability company, with its registered office therein located at c/o CT Corporation System, 1200 South Pine Island Road, Plantation FL 33324 (Broward County), is the sole shareholder of Solideal; and

WHEREAS, Camoplast Rockland, Ltd., a Delaware corporation ("Camoplast"), is the sole member of Swan International; and

WHEREAS, the board of directors of Swan International, and the board of directors of Camoplast, acting for and on behalf of Camoplast in its capacity as the sole member of Swan International, deem it advisable and to the advantage, welfare, and best interest of Swan International and its sole member to merge Swan International with and into Solideal pursuant to the Florida Limited Liability Company Act (the "Act") and the Florida Business Corporation Act of the State of Florida, (the "FLBCL") upon the terms and conditions hereinafter set forth;

WHEREAS, the board of directors and the sole shareholder of Solideal deem it advisable and to the advantage, welfare, and best interest of Solideal and its sole shareholder to merge Swan International with and into Solideal pursuant to the Act and the FLBCL upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly approved by: (i) a resolution adopted by the board of directors of Camoplast; (ii) a joint resolution adopted by the board of directors and the sole member of Swan International; and (iii) a joint resolution adopted by the board of directors and the sole shareholder of Solideal, the Agreement and the terms and conditions thereof and the mode of carrying the same into effect, are hereby determined and agreed upon as hereinafter set forth.

Swan International shall, pursuant to the provisions of the Act and the FLBCL, be merged with and into Solideal, which shall be the surviving entity from and after the Effective Time (defined herein) of the merger (the "Merger"), and which is sometimes hereinafter referred to as the

“Surviving Company,” and which shall continue to exist as said Surviving Company under the same name pursuant to the provisions of the FLBCL. The Surviving Company will maintain as its registered office address the following address: c/o CT Corporation System, 1200 South Pine Island Road, Plantation FL 33324 (Broward County) at the Effective Time of the Merger.

The separate existence of Swan International, which is hereinafter sometimes referred to as the “Terminating Company,” shall cease at the Effective Time in accordance with the provisions of the Act and the FLBCL.

At the Effective Time of the Merger: (a) each issued membership interest of the Terminating Company shall be surrendered and canceled, and (b) all of the issued and outstanding shares of common stock of the Surviving Company that were issued in the name of the Swan International prior to the Merger shall be (i) surrendered by Swan International and distributed to Camoplast, and (ii) shall continue to represent the same number of issued and outstanding shares of common stock of the Surviving Company after the Merger, and all rights and preferences related thereto shall be identical to those prior to the Merger. The effect of the Merger will be to render Solideal a direct wholly-owned subsidiary of Camoplast. Because no member of the Terminating Company was entitled to any rights to acquire member interests of the Terminating Company prior to the Merger, no member of the Terminating Company shall be entitled to any rights to acquire shares of common stock of the Surviving Company relative to the Merger.

1. The Articles of Incorporation of the Surviving Company, as now in force and effect, shall continue to be the Articles of Incorporation of said Surviving Company, until further amended and changed in the manner prescribed by the provisions of the FLBCL. The bylaws of the Surviving Company, as now in force and effect, shall continue to be the bylaws of said Surviving Company, until further amended and changed in the manner prescribed by the provisions of the FLBCL.

Notwithstanding the full approval and adoption of this Agreement, this Agreement may be terminated at any time prior to the filing of articles of merger with the Secretary of State of the State of Florida pursuant to Section 608.4381(7) of the Act and Section 607.1101(9) of the FLBCL.

This Agreement may be amended by the mutual agreement of the Surviving Company and the Terminating Company except as indicated below.

Pursuant to Section 607.1103(8) of the FLBCL, any amendment to this Agreement that is made subsequent to the approval of this Agreement by the sole shareholder of Solideal may not:

- (a) change the amount or kind of shares, securities, cash, property, or rights to be received in exchange for or on conversion of any or all of the shares of any class or series of Solideal;
- (b) change any other terms and conditions of the Agreement if such change would materially and adversely affect Solideal or its sole shareholder; or
- (c) except as specified in Section 607.1002 of the FLBCL or without the vote of the sole shareholder, change any term of the articles of incorporation of Solideal.

Pursuant to Section 608.4381(6) of the Act, any amendment to this Agreement subsequent to the approval of this Agreement by the sole member of Swan International may not:

- (a) change the amount or kind of interests, partnership interests, shares, obligations, other securities, cash, rights, or any other property to be received by the sole member of Swan International in exchange for or on conversion of its interests;
- (b) change any term of the articles of incorporation of Solideal, except for changes that otherwise could be adopted by the board of directors or comparable representatives of Solideal; or
- (c) change any of the terms and conditions of this Agreement if any such change, alone or in the aggregate, would materially and adversely affect the sole member of Swan International.

If an amendment to this Agreement is made in accordance with the terms and provisions set forth herein prior to the Effective Date of the Merger, and Articles of Merger have been filed with the Florida Department of State, amended Articles of Merger executed by Swan International and Solideal shall be filed with the Florida Department of State prior to the Effective Date of the Merger.

2. The "Effective Time" of the Merger shall be as of 12:01 a.m. on April 1, 2013 and shall be specified as such in the Articles of Merger when filed with the Secretary of State of the State of Florida.

3. The parties hereto agree that this Agreement has been duly adopted and approved on behalf of the Terminating Company and of the Surviving Company in accordance with the provisions of the Act and the FLBCL, and further agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Florida, and that they will cause to be performed all necessary acts within the State of Florida and elsewhere to effectuate the Merger herein provided for.

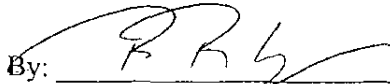
4. The respective boards of directors and proper officers of the Terminating Company and the Surviving Company are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for.

5. This Agreement may be executed in any number of counterparts, including by facsimile or electronic signature, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.


[Signature Page to Agreement and Plan of Merger]

IN WITNESS WHEREOF, this Agreement is hereby duly executed on behalf of each of the parties hereto as of the date first set forth above.

SOLIDEAL USA, INC.

By: 
Name: Robert Bulger
Title: President

SWAN INTERNATIONAL, LLC

By: 
Name: Robert Bulger
Title: President