

L26172

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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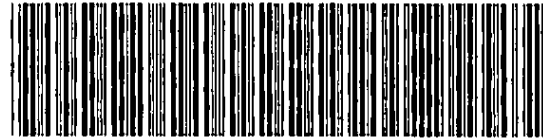
(Business Entity Name)

(Document Number)

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2017 DEC 15 P 3 38  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

DEC 18 2017  
T. LEONARD

*Merger*

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** TRAVEL HOUSE OF AMERICA, 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:

KATHERINE LEWIS, CPA, ESQ  
Contact Person

KATHERINE LEWIS, PLLC  
Firm/Company

33741 OVERTON DRIVE  
Address

LEESBURG, FL 3478  
City/State and Zip Code

KLGLEWIS@GMAIL.COM  
E-mail address: (to be used for future annual report notification)

*Amt Enclosed:*  
*3 Corps x 35 = 105*  
*Certified Copy 8.75*  
*Check # 113.75*

For further information concerning this matter, please call:

KATHERINE LEWIS At ( 352 ) 406-2351  
Name of Contact Person 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

**ARTICLES OF MERGER  
MERCING  
FLORIDA TRAVEL NETWORK, INC.  
INTO  
TRAVEL HOUSE OF AMERICA, INC.**

**FILED**

2017 DEC 15 P 3 38

TALLAHASSEE, FLORIDA

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>
TRAVEL HOUSE OF AMERICA, INC	FLORIDA	L26172

**SECOND:** The name and jurisdiction of each **MERCING CORPORATION:**

<u>NAME</u>	<u>JURISDICTION</u>	<u>DOCUMENT NUMBER</u>
TRAVEL HOUSE OF AMERICA, INC	FLORIDA	L26172
FLORIDA TRAVEL NETWORK, INC	FLORIDA	P09000027856

**THIRD:** The Plan of Merger is attached.

**FOURTH:** The Merger shall become effective on January 1, 2018 after the Articles of Merger are filed with the State of Florida.

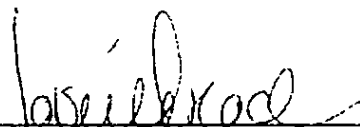
**FIFTH:** The Plan of Merger was adopted by the Board of Directors of the Surviving Corporation on December 7, 2017.

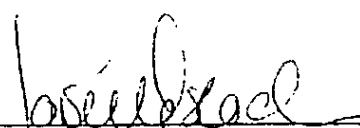
**SIXTH:** The Plan of Merger was adopted by the Board of Directors of the Merging Corporation on December 7, 2017.

**DATED:** December 8, 2017

**FLORIDA TRAVEL NETWORK, INC.**

**TRAVEL HOUSE OF AMERICA, INC.**

  
By Josee Desrochers, President

  
By Josee Desrochers, President

## MERGER AGREEMENT

**THIS MERGER AGREEMENT** (“Agreement”) is made and entered on this 7<sup>th</sup> day of December, 2017 by and between **FLORIDA TRAVEL NETWORK, INC.**, a Florida Corporation, (the “Dissolving Corporation”), and **TRAVEL HOUSE OF AMERICA, INC.**, a Florida Corporation, (the “Surviving Corporation”).

### WHEREAS

**FLORIDA TRAVEL NETWORK, INC. (the Dissolving Corporation)** is a Corporation duly organized, validly existing, and in good standing under the laws of Florida, and

**TRAVEL HOUSE OF AMERICA, INC. (the Surviving Corporation)** is a Corporation duly organized, validly existing, and in good standing under the laws of Florida upon the Certificate of Conversion listed below and continue as the surviving business corporation, as that term is defined in state statutes, to the merger described in this agreement, and

**THE BOARDS OF DIRECTORS** of each of the merging corporations believe it is in the best interest of each corporation to combine their like businesses to consolidate tax reporting liabilities and accounting costs and fees and in furtherance thereof, have approved the merger.

**NOW THEREFORE**, in consideration of the mutual agreements, covenants and other promises set forth herein, the mutual benefits to be gained by the performance thereof, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereby agree as follows:

### PLAN OF MERGER

#### 1. SURVIVING BUSINESS CORPORATION

Subject to the terms and conditions of this Agreement, on the Effective Date described herein, **FLORIDA TRAVEL NETWORK, INC.** shall be merged with and into the surviving corporation pursuant to Section 607.1101, Florida Statutes. As a result of the Merger, the separate corporate existence of **FLORIDA TRAVEL NETWORK, INC.** shall cease and the corporation shall continue as the surviving business corporation **TRAVEL HOUSE OF AMERICA, INC.**

#### 2. ARTICLES OF MERGER

**TRAVEL HOUSE OF AMERICA, INC.** shall file Articles of Merger for **FLORIDA TRAVEL NETWORK, INC.**, into Florida Profit Corporation **TRAVEL HOUSE OF AMERICA, INC.** along with the Plan of Merger, with the Florida Division of Corporations, as required by the laws of the State of Florida. The Articles of Merger shall be signed and acknowledged by one Authorized Officer for each of the constituent entities. As a result, **FLORIDA TRAVEL NETWORK, INC.** will be dissolved by the State of Florida and **TRAVEL HOUSE OF AMERICA, INC.** will continue as the resulting Florida Profit Corporation.

### **3. EFFECTIVE DATE OF MERGER**

The Merger shall become effective January 1, 2018 after The Articles of Merger are filed with The Florida Department of State pursuant to Section 607.1105, Florida Statutes. The time when the Merger shall become effective is referred to herein as the “**EFFECTIVE DATE**”.

### **4. NEGATIVE COVENANTS**

Between the date of this Plan of Merger and the date on which the Merger becomes effective, each constituent corporation will not dispose of any of its assets, except in the ordinary course of business and for adequate value.

### **5. FURTHER ASSIGNMENTS OR ASSURANCES**

If at any time **FLORIDA TRAVEL NETWORK, INC.** considers or is advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in **TRAVEL HOUSE OF AMERICA, INC.** the title to any property or rights of disappearing corporation, or otherwise carry out the provision of this Agreement, the entities agree that the managers of **FLORIDA TRAVEL NETWORK, INC.**, as of the **EFFECTIVE DATE** of the merger, will execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts that the surviving corporation reasonably determines to be proper to vest, perfect, and confirm title to such property or rights in **TRAVEL HOUSE OF AMERICA, INC.**, and otherwise carry out the provisions of this Agreement.

### **6. CONVERSION & EXCHANGE**

At the **EFFECTIVE DATE** of the merger, each interest in **FLORIDA TRAVEL NETWORK, INC.** will be converted into an interest of **TRAVEL HOUSE OF AMERICA, INC.** after merger. Holders of shares of common stock, options and warrants of **TRAVEL HOUSE OF AMERICA, INC.** the surviving corporation shall receive consideration in accordance with the Agreement and Plan of Merger dated December 7, 2017, among the Merging Corporation, the Surviving Corporation and other parties to the Agreement and Plan of Merger.

### **7. DIRECTORS AND MANAGEMENT OF SURVIVING CORPORATION**

At the **EFFECTIVE DATE**,

- i. The Articles of Incorporation of Surviving Corporation shall remain unchanged;
- ii. The Bylaws of Surviving Corporation shall remain unchanged;
- iii. The Officers and Directors of the Surviving Corporation immediately prior to the **EFFECTIVE DATE** shall remain the Officers and Directors of the Surviving Corporation in each case until their respective successors shall have been duly elected, designated, or qualified or until their earlier death, resignation, or removal in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws; and
- iv. The Merger shall, from and after the **EFFECTIVE DATE**, have all the effects provided by Section 1106 of the Florida Business Corporation Act and other applicable law.

**8. AMENDMENT**

The Merging Corporation and the Surviving Corporation hereby reserve the right to amend, alter, change or repeal any provisions contained in any of the articles of this Plan of Merger or as the same may hereafter be amended in the manner now or hereafter provided by the laws of the State of Florida.

**9. NOTICES**

Any notice, request, demand, or other communication required or permitted under this Agreement may be delivered in person, delivered by certified mail, return receipt requested, by email, or delivered by facsimile transmission. Deliveries by certified mail or by facsimile transmission will be sent to the address of the respective party as first indicated above or as may be updated in the future in writing by either party.

**10. COUNTERPART EXECUTION**

This agreement may be executed in any number of counterparts, each of which shall be deemed in original.

**11. PARTIAL INVALIDITY**

If any term of this agreement is held by a court of competent jurisdiction to be void and unenforceable, the remainder of the contract terms shall remain in full force and effect.

**12. APPLICABLE LAW**

The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Florida.


**13. APPROVALS**


The Board of Directors of each constituent corporation to this Merger Agreement have approved by the voting percentages required by the articles, operating agreement, and law the terms and conditions of this Agreement.

This Merger Agreement shall be signed by **Josee Desrochers, President**, on behalf of **FLORIDA TRAVEL NETWORK, INC.** and by **Josee Desrochers, President** on behalf of **TRAVEL HOUSE OF AMERICA, INC.**

**FLORIDA TRAVEL NETWORK, INC.**

**TRAVEL HOUSE OF AMERICA, INC.**

  
\_\_\_\_\_  
By Josee Desrochers, its President

  
\_\_\_\_\_  
By Josee Desrochers, its President