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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*Merger*  
G. Coulliette JAN 23 2006

# Wargo & French LLP

NICOLE L. DAY  
DIRECT DIAL: 404.853.1540  
E-MAIL: [nday@wargofrench.com](mailto:nday@wargofrench.com)

January 11, 2006

**By U.S. Mail**


Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

RE: Articles of Merger of HostPro, Inc., a Delaware corporation, and Dialtone, Inc., a Florida corporation

Dear Sir or Madam:

Enclosed please find a form for filing Articles of Merger pursuant to Fla. Stat. § 607.1105 and the \$70 filing fee. Please return all correspondence regarding this matter to me, and contact me if you have any questions.

Sincerely,

  
Nicole L. Day

NLD/jr

cc: Jonathan B. Wilson, Esq.  
Jim Hermance, Esq.

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**WARGO & FRENCH LLP**

1170 PEACHTREE STREET, N.E., SUITE 2020, ATLANTA, GEORGIA 30309 PHONE (404) 853-1500 FAX (404) 853-1541

## 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)
HOSTPRO, INC.	DELAWARE	3369744

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
DIALTONE, INC.	FLORIDA	P95000079166

**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 JANUARY 10, 2006

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 JANUARY 10, 2006

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)*

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CLERK OF STATE  
TALLAHASSEE, FLORIDA

**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

HOSTPRO, INC.

DIALTONE, INC.

Jonathan P. Wilson, Secretary

Jonathan B. Wilson, Secretary

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of January 10, 2006, by and between Dialtone, Inc, a Florida corporation ("Dialtone"), and HostPro, Inc., a Delaware corporation ("HostPro"). Dialtone and HostPro are from time to time herein referred to as the "Constituent Corporations."

### RECITALS

- A. Dialtone is a corporation duly organized and existing under the laws of the State of Florida.
- B. HostPro is a corporation duly organized and existing under the laws of the State of Delaware.
- C. The Boards of Directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations and their respective shareholders that Dialtone be merged with and into HostPro.
- D. Each of the Constituent Corporations has, subject to approval by its shareholders, adopted the Plan of Merger embodied in this Agreement.

### AGREEMENT

In consideration of the terms hereof, the Constituent Corporations do hereby agree to merge on the terms and conditions herein provided, as follows:

#### 1. THE MERGER

1.1 THE MERGER. This Agreement contemplates a tax-free merger of Dialtone with and into HostPro in a reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended. Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), Dialtone shall be merged with and into HostPro in accordance with the applicable laws of the States of Florida and Delaware (the "Merger"). The separate existence of Dialtone shall cease, and HostPro shall be the surviving corporation (the "Surviving Corporation") and shall be governed by the laws of the State of Delaware.

1.2 EFFECTIVE DATE. The Merger shall become effective on the date and at the time of filing of a Certificate of Merger, in substantially the form attached hereto as Exhibit 1, with the Secretary of State of the State of Delaware, and on the date and at the time of filing of the Articles of Merger, in substantially the form attached hereto as Exhibit 2, with the Florida Department of State (the "Effective Date"), after satisfaction of all the requirements of the applicable laws of such States prerequisite to such filings, including without limitation the approval of the shareholders of the Constituent Corporations.

1.3 CERTIFICATE OF INCORPORATION. On the Effective Date, the Certificate of Incorporation of HostPro, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation.

1.4 BYLAWS. On the Effective Date, the Bylaws of HostPro, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the bylaws of the Surviving Corporation.

1.5 DIRECTORS AND OFFICERS. The directors and officers of HostPro immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation, until their successors shall have been duly elected and qualified or until otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

## 2. CONVERSION OF SHARES

2.1 DIALTONE COMMON STOCK. Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, all of the shares of Dialtone common stock outstanding immediately prior thereto shall be changed and converted into one (1) fully paid and nonassessable share of the common stock of the Surviving Corporation ("Survivor Stock"), and such shares of Dialtone common stock shall no longer be outstanding and shall be canceled and shall cease to exist, and each holder of any shares of Dialtone common stock shall thereafter cease to have any rights with respect to such shares of Dialtone common stock, except the right to receive the shares of Survivor Stock as herein provided on the Effective Date.

2.2 HOSTPRO COMMON STOCK. Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of HostPro common stock outstanding immediately prior thereto shall remain issued and outstanding.

2.3 OPTIONS. Upon the Effective Date, the Surviving Corporation shall assume and continue the rights and obligations of Dialtone under each then outstanding option to purchase Dialtone common stock, and the outstanding and unexercised portions of all options and rights to buy Dialtone common stock shall become options or rights for the same number of shares of Survivor Stock with no other changes in the terms and conditions of such options or rights, including exercise prices, and upon the Effective Date, the Surviving Corporation hereby assumes the outstanding and unexercised portions of such options and rights and the obligations of Dialtone with respect thereto.

2.4 EXCHANGE OF CERTIFICATES. Each person who becomes entitled to receive Survivor Stock by virtue of the Merger shall be entitled to receive from the Surviving Corporation, as promptly as practicable after the Effective Time, a certificate or certificates representing the number of shares of Survivor Stock to which such person is entitled as provided herein.

### 3. EFFECT OF THE MERGER

3.1 RIGHTS, PRIVILEGES, ETC. On the Effective Date of the Merger, the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of Dialtone and HostPro; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to Dialtone on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or vested in the Surviving Corporation without further act or deed; title to any real estate, or any interest therein vested in Dialtone shall not revert or in any way be impaired by reason of this merger, and all of the rights of creditors of Dialtone shall be preserved unimpaired, and all liens upon the property of Dialtone shall be preserved unimpaired; all debts, liabilities, obligations and duties of Dialtone shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it, and the Surviving Corporation assumes all debts, liabilities, obligations and duties of Dialtone; and any claim existing or action or proceeding pending by or against Dialtone may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of Dialtone.

3.2 FURTHER ASSURANCES. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Dialtone such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Corporation the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Dialtone and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Dialtone or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

### 4. GENERAL

4.1 ABANDONMENT. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Dialtone or HostPro or both, notwithstanding the approval of this Agreement by the shareholders of Dialtone and HostPro.

4.2 AMENDMENT. At any time prior to the Effective Date, this Agreement may be amended or modified in writing by the Board of Directors of either Dialtone or HostPro or both; provided, however, that an amendment made subsequent to the adoption of this Agreement by the shareholders of either Constituent Corporation shall not alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the rights of the shareholders of such Constituent Corporation.

4.3 GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware and, so far as applicable, the merger provisions of the Florida Business Corporation Act.

4.4 COUNTERPARTS. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date and year first written.

**DIALTONE, INC. (a Florida corporation)**

By: \_\_\_\_\_

Name: Jonathan B. Wilson  
Title: Secretary

**HOSTPRO, INC. (a Delaware corporation)**

By: \_\_\_\_\_

Name: Jonathan B. Wilson  
Title: Secretary

REVIEWED  
INLD LEGAL  
JBW