

F98000002334

Requestor's Name
Address
City/State/Zip
Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Telebook Inc. (Corporation Name) (Document #)
2. Merger (Corporation Name) (Document #)
3. (Corporation Name) (Document #)
4. (Corporation Name) (Document #)

FILED
98 APR 24 PM 3:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

- ☐ Walk in ☒ Pick up time ☐ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R. Atty. Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

500002499685--7
-04/24/98--01070--004
*****70.00 *****70.00

98 APR 24 PM 12:01

RECEIVED

ARTICLES OF MERGER
Merger Sheet

MERGING:

TELEBOOK, INC., a Florida corporation P97000005661

into

TI ACQUISITION, INC., a Delaware corporation F98000002334

File date: April 24, 1998

Corporate Specialist: Annette Hogan

FILED
98 APR 24 PM 3:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

TELEBOOK, INC.
(a Florida corporation)

AND

TI ACQUISITION, INC.
(a Delaware corporation)

To: Secretary of State of State of Florida

Pursuant to Section 607.1101 of the Florida Business Corporation Act, the foreign business corporation and the domestic business corporation herein named do hereby submit the following Articles of Merger:

1. The Plan of Merger for merging Telebook, Inc. with and into TI Acquisition, Inc. is attached hereto as Exhibit A.
2. The shareholders of Telebook entitled to vote thereon approved and adopted the aforesaid Plan of Merger by written consent given on April 24, 1998 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.
3. The merger of Telebook, Inc. with and into TI Acquisition, Inc. is permitted by the laws of the jurisdiction of organization of TI Acquisition, Inc. and is in compliance with said laws. The date of adoption of the Plan of Merger by the sole stockholder of TI Acquisition, Inc. was April 24, 1998.
4. The Merger shall become effective on the date and at the time of filing of Articles of Merger with the Secretary of State of the State of Florida, and the Certificate of Merger with the Secretary of State of the State of Delaware, whichever later occurs.

Dated: April 24, 1998

TELEBOOK, INC.

By


Michael J. Gleissner, President

TI ACQUISITION, INC.

By


Alan Caplan, Secretary

EXHIBIT A

PLAN OF MERGER

This PLAN OF MERGER (the "Plan of Merger") is adopted for TI Acquisition, Inc., a business corporation organized under the laws of the State of Delaware, by resolution of its Board of Directors on April 24, 1998, and adopted for Telebook, Inc., a business corporation organized under the laws of the State of Florida, by resolution of its Board of Directors on April 24, 1998. The names of the corporations planning to merge are Telebook, Inc. and TI Acquisition, Inc. The name of the surviving corporation into which Telebook, Inc. plans to merge is TI Acquisition, Inc.

1. TI Acquisition, Inc. and Telebook, Inc. ("Telebook") shall, pursuant to the provisions of the laws of the State of Delaware and the provisions of the Florida Business Corporation Act (the "Florida Act"), be merged with and into a single corporation (the "Merger"), to wit, TI Acquisition, Inc. which shall be the surviving corporation at the effective time and date of the merger (the "Surviving Corporation"), and which shall continue to exist as said surviving corporation under its present name pursuant to the provisions of the Delaware General Corporate Law ("Delaware Law"). The separate existence of Telebook, Inc. (the "Disappearing Corporation"), shall cease at the effective time and date of the Merger in accordance with the provisions of the Florida Act.

2. The Certificate of Incorporation of TI Acquisition, Inc. at the effective time and date of the Merger (the "Effective Time") shall be the Certificate of Incorporation of the Surviving Corporation, and said Certificate of Incorporation shall continue in full force and effect until amended in accordance with their terms and as provided by the Delaware Law.

3. The present Bylaws of TI Acquisition, Inc. will be the Bylaws of the Surviving Corporation and will continue in full force and effect until changed, altered, amended or repealed in accordance with their terms, the terms of the Certificate of Incorporation of the Surviving Corporation and as provided by the Delaware Law.

4. The directors and officers of TI Acquisition, Inc. immediately prior to the Effective Time 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.

5. As of the Effective Time, by virtue of the Merger and without any action on the part of Telebook's shareholders ("Telebook Shareholders"):

(a) All shares of any class of capital stock of Telebook held by Telebook as treasury shares shall be canceled.

(b) Each issued and outstanding share of capital stock of Telebook (the "Shares") shall be converted into the right to receive from Amazon.com, Inc., a Delaware corporation ("Amazon.com"), the Per Share Merger Consideration. The "Per Share Merger Consideration" shall mean an amount equal to the Merger Consideration divided by the number of Shares. The "Merger Consideration" shall mean:

- (i) the Closing Consideration (as defined in this Section 5(c)(i)),
plus
- (ii) the Escrow Amount (as defined in this Section 5(c)(ii)), plus
- (iii) the Registration Upward Adjustment (as defined in this Section 5(c)(iii)) or the Rule 144 Upward Adjustment (as defined in this Section 5(c)(iv)), as the case may be, less
- (iv) the Registration Downward Adjustment (as defined in this Section 5(c)(iii)) or the Rule 144 Downward Adjustment (as defined by Section 5(c)(iv)), as the case may be.

(c) For purposes of Section 5(b), the following shall apply:

(i) The "Closing Consideration" shall mean 188,997 shares of Amazon.com Common Stock.

(ii) The "Escrow Amount" shall mean 104,999 shares of Common Stock of Amazon.com, par value \$.01 per share (the "Amazon.com Common Stock"), less any amounts to which any of Amazon.com's Indemnified Persons (as defined in Section 8.2(a) of the Agreement and Plan of Merger dated as of April 24 1998 (the "Merger Agreement")) is entitled in respect of indemnification claims under Article VIII of the Merger Agreement, payable to the Telebook Shareholders (to the extent of any remaining Escrow Amount) at such time and in such manner as provided in Section 8.3 of the Merger Agreement.

(iii) If, pursuant to Section 2(a)(i) of the Registration Rights Agreement (the "Registration Rights Agreement") to be entered into as of the Closing among Amazon.com and the Telebook Shareholders, Amazon.com registers, and one or more of the Telebook Shareholders sell, shares of Amazon.com Common Stock held by the Telebook Shareholders (the "Registered Offering") under the Securities Act of 1933, as amended (the "1933 Act"), and

(x) if the closing price of the Amazon.com Common Stock on the Nasdaq National Market or, if the Amazon.com Common Stock is not then listed on the Nasdaq National Market, on any national exchange on which Amazon.com's common stock is then listed (the "Amazon.com Registered Offering Price"), on the date that is five Trading Days (as defined in Section 5(c)(v)) prior to the date of effectiveness of the registration statement filed in connection with the Registered Offering (the "Registration Effective Date") is less than US\$85.7143, then the Merger Consideration shall be adjusted

such that Amazon.com shall transfer to the Telebook Shareholders that number of shares of Amazon.com Common Stock, valued at the Amazon.com Registered Offering Price, equal to the difference between (1) US\$85.7143 multiplied by the number of shares of Amazon.com Common Stock sold by the Telebook Shareholders pursuant to the Registered Offering (the "Registered Offering Share Amount") and (2) the Amazon.com Registered Offering Price multiplied by the Registered Offering Share Amount (the "Registration Upward Adjustment"); or

(y) if the Amazon.com Registered Offering Price is greater than US\$85.7143, then Amazon.com shall receive from the selling Shareholders proceeds from the Registered Offering in the amount equal to the difference between (1) the Amazon.com Registered Offering Price multiplied by the Registered Offering Share Amount and (2) US\$85.7143 multiplied by the Registered Offering Share Amount (the "Registration Downward Adjustment").

(z) All transfers by Amazon.com of shares of Amazon.com Common Stock pursuant to Section 5(c)(iii)(x) shall be made to the selling Shareholders, and all payments to Amazon.com pursuant to Section 5(c)(iii)(y) shall be made by the selling Shareholders, pro rata in proportion to the number of shares of Amazon.com Common Stock sold by the Shareholders pursuant to the Registered Offering. All such transfers and payments shall be made as soon as reasonably practicable.

(iv) if, pursuant to Section 2(a)(i) or 2(b) of the Registration Rights Agreement, Amazon.com does not undertake a Registered Offering or otherwise include the shares of Amazon.com Common Stock held by the Shareholders in a registration, and if the Telebook Shareholders, within ten Trading Days (the "Trading Window") of the first anniversary of the date of the Merger Agreement, sell shares of Amazon.com Common Stock pursuant to Rule 144 of the 1933 Act, then, for all such sales within such ten Trading Day period (the "Rule 144 Sale"),

(w) if the closing price of the Amazon.com Common Stock on the Nasdaq National Market or, if the Amazon.com Common Stock is not then listed on the Nasdaq National Market, any national exchange on which Amazon.com's common stock is then listed (the "Amazon.com Rule 144 Sale Price"), on the first day of the Trading Window is less than US\$85.7143, then the Merger Consideration shall be adjusted such that Amazon.com shall transfer to the Telebook Shareholders that number of shares of Amazon.com Common Stock, valued at the Amazon.com Rule 144 Sale Price, equal to the difference between (1) US\$85.7143 multiplied by the number of shares of Amazon.com Common Stock sold by the Telebook Shareholders pursuant to the Rule 144 Sale (the "Rule 144 Share Amount") and (2) the Amazon.com Rule 144 Sale Price multiplied by the Rule 144 Share Amount (the "Rule 144 Upward Adjustment"); or

(x) if the Amazon.com Rule 144 Sale Price is greater than US\$85.7143, then Amazon.com shall receive from the selling Shareholders, promptly after the Rule 144 Sale, proceeds from the Rule 144 Sale in the amount equal to the difference between

(1) the Amazon.com Rule 144 Sale Price multiplied by the Rule 144 Share Amount and
(2) US\$85.7143 multiplied by the Rule 144 Share Amount (the "Rule 144 Downward Adjustment").

(y) All transfers by Amazon.com of shares of Amazon.com Common Stock pursuant to Section 5(c)(iv)(w) shall be made to the selling Shareholders, and all payments to Amazon.com pursuant to Section 5(c)(iv)(x) shall be made by the selling Shareholders, pro rata in proportion to the number of shares of Amazon.com Common Stock sold by the Shareholders pursuant to the Rule 144 Sale. All such transfers and payments shall be made as soon as reasonably practicable.

(z) If, pursuant to Sections 2(a)(iii) of the Registration Rights Agreement, Amazon.com shall be no longer obligated to effect a registration, then this Section 5(c)(iv) shall be of no further force or effect.

(v) As used herein, "Trading Day" shall mean any day on which the Nasdaq National Market or, if the Amazon.com Common Stock is not then listed on the Nasdaq National Market, any national exchange on which Amazon.com's common stock is then listed, is open for trading; provided, however, that, solely for purposes of Section 5(c)(iv), any day on which the Telebook Shareholders who are participating in the Rule 144 Sale are unable to trade under Amazon.com's Insider Trading Policy shall not constitute a Trading Day.

(vi) In the case of a Registration Downward Adjustment or a Rule 144 Downward Adjustment, each Telebook Shareholder participating in the Registered Offering or Rule 144 Sale, as applicable, hereby agrees to enter into arrangements reasonably satisfactory to Amazon.com to ensure that the requisite proceeds are remitted directly to Amazon.com and shall appropriately instruct the broker or underwriter involved in the Registered Offering or the Rule 144 Sale, as applicable.

(vii) The Registered Offering Share Amount or the Rule 144 Share Amount, as applicable, for each Telebook Shareholder shall not exceed the "Maximum Protected Shares" set forth in the Merger Agreement.

(d) The Purchaser shall pay cash to each Telebook Shareholder in lieu of any fractional share of Amazon.com Common Stock.

6. The Merger of the Disappearing Corporation with and into the Surviving Corporation has been authorized in the manner prescribed by the provisions of the Florida Act, and the Plan of Merger herein made and approved has been submitted to the sole stockholder of the Surviving Corporation for its approval or rejection in the manner prescribed by the provisions of the Delaware Law.

7. The Board of Directors and the proper officers of the Disappearing Corporation and of the Surviving Corporation, respectively, are hereby authorized,

empowered and directed to do any and all acts and things, and to make, execute, deliver, file and/or 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 Plan of Merger or of the Merger herein provided for.