

LO70000680688

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DIVISION OF CORPORATIONS
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B. KOHR

NOV 23 2009

EXAMINER



UCC FILING & SEARCH SERVICES, INC.
 1574 Village Square Blvd Ste 100
 Tallahassee, Florida 32309
 (850) 681-6528

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November 12, 2009

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

ViaVacanza, LLC into TravelStorm, Inc.

Filing Evidence

- ☐ Plain/Confirmation Copy
- ☒ Certified Copy

Retrieval Request

- ☐ Photocopy
- ☐ Certified Copy

Type of Document

- ☐ Certificate of Status
- ☐ Certificate of Good Standing
- ☐ Articles Only
- ☐ All Charter Documents to Include Articles & Amendments
- ☐ Fictitious Name Certificate
- ☐ Other

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other - Conv

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

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

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



FLORIDA DEPARTMENT OF STATE
Division of Corporations

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
09 NOV 12 AM 9:21

November 16, 2009

UCC FILING & SEARCH

TALLAHASSEE, FL

SUBJECT: VIAVACANZA, LLC
Ref. Number: L07000080688

RESUBMISSION
PLEASE HONOR ORIGINAL
DATE OF SUBMISSION
AS FILE DATE

11/12

We have received your document for VIAVACANZA, LLC and your check(s) totaling \$90.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please note that we have RETAINED your \$90.00 payment.

Because TRAVELSTORM, INC. is not qualified in Florida, you must please the addresses called for in the EIGHTH ITEM on Page 2 of the Certificate of Merger.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6914.

Buck Kohr
Regulatory Specialist II

Letter Number: 609A00035624

RECEIVED
09 NOV 20 PM 4:25
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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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DIVISION OF CORPORATIONS
09 NOV 12 AM 9:21

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, 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>
ViaVacanza, LLC	Florida	limited liability company
TravelStorm, Inc.	Delaware	corporation
_____	_____	_____
_____	_____	_____

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>
TravelStorm, Inc.	Delaware	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:

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:

155 South Side Drive

Basalt, CO 81621

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 155 South Side Drive

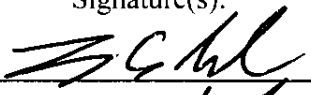

Basalt, CO 81621

Mailing address: 155 South Side Drive

Basalt, CO 81621

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
TravelStorm, Inc.		Edward S. Miller
ViaVacanza, LLC		Edward S. Miller
_____	_____	_____
_____	_____	_____

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
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

<u>Fees:</u>	For each Limited Liability Company:	\$25.00
	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50
	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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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>
ViaVacanza, LLC	Florida	limited liability company
TravelStorm, Inc.	Delaware	corporation

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>
TravelStorm, Inc.	Delaware	corporation

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

See attached Exhibit "A"

(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 attached Exhibit "A"

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into 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 attached Exhibit "A"

(Attach additional sheet if necessary)

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

See attached Exhibit "A"

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

See attached Exhibit "A"

(Attach additional sheet if necessary)

Exhibit "A"

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger (the "Agreement") is entered into by **TRAVELSTORM, INC.**, a Delaware corporation ("TravelStorm") and **VIAVACANZA, LLC**, a Florida limited liability company ("ViaVacanza"). TravelStorm and ViaVacanza are hereinafter sometimes collectively referred to as the "Constituent Companies."

Background

1. TravelStorm is a newly-formed Delaware corporation. David B. Hopcroft is its sole director and sole stockholder.
2. Amber Leto, Joe Scurto and Instant Software, Inc. are the sole members of ViaVacanza (the "Members").
3. The sole stockholder of TravelStorm, the Members and each of the Constituent Companies desire that the Constituent Companies be merged and that TravelStorm be the surviving entity.

NOW, THEREFORE,

In consideration of the premises and the mutual covenants and agreements herein set forth, it is agreed that ViaVacanza shall be merged into TravelStorm, which shall be the surviving entity, and that the terms and conditions of such merger, and the manner of carrying it into effect are as follows:

Section 1. **Surviving Entity**. From and after the effective time of the merger, the surviving entity shall be TravelStorm, Inc.

Section 2. **Effective Time of the Merger**. The merger shall become effective upon the filing of a Certificate of Merger with the Florida Department of State and the filing of a Certificate of Merger with the Delaware Department of State. At the effective time of the merger, the separate existence of ViaVacanza shall cease.

Section 3. **Governing Law; Certificate of Organization**. The laws which are to govern the surviving entity are the laws of the State of Delaware. From and after the effective time of the merger, the Certificate of Incorporation of TravelStorm shall continue in full force and effect as the Certificate of Incorporation of the surviving entity, and shall remain in effect thereafter until the same shall be further amended or altered in accordance with applicable law and the provisions of such certificate. No amendments or changes in the Certificate of Incorporation of TravelStorm are to be effected by the merger.

Section 4. **Bylaws**. From and after the effective time of the merger, the bylaws of TravelStorm as then in effect shall be the bylaws of the surviving entity, and shall continue in full force and effect until amended or altered in accordance with applicable law and the provisions of such bylaws.

Section 5. **Board of Directors and Officers**. At the effective time of the merger the following individuals shall be and become the only directors and officers of TravelStorm, each to serve and hold office in accordance with the bylaws and until his or her successor shall have been elected and qualified:

Directors

David B. Hopcroft
Douglas Macnaught
Edward S. Miller
Amber Leto
Joe Scurto

Officers

Chairman:	David B. Hopcroft
President, Chief Executive	
Officer and Secretary:	Edward S. Miller
Chief Operating Officer:	Amber Leto
Chief Technical Officer:	Joe Scurto

Section 6. **Shares Outstanding.** As to TravelStorm, there was one (1) share issued and outstanding or entitled to vote on the merger. David B. Hopcroft, as sole director and sole stockholder, voted in favor of the merger.

Section 7. **Shares Votes; Membership Units Votes.** As to TravelStorm, the merger and the Plan and Agreement of Merger were approved by the affirmative vote of its sole stockholder, being the holder of the one (1) share of stock issued and outstanding.

As to ViaVacanza, the merger and the Plan and Agreement of Merger were unanimously approved by its Members.

Section 8. **Conversion of Interests; Cancellation of Shares.** The manner of converting membership units or shares of the Constituent Companies into shares of the surviving entity, or otherwise, shall be as follows:

- (a) At the effective time of the merger, the one (1) share of common stock of TravelStorm, Inc. issued and outstanding and held by David B. Hopcroft shall be cancelled, and in exchange therefor TravelStorm shall pay to David B. Hopcroft the sum of One Hundred Dollars (\$100.00).
- (b) At the effective time of the merger, all of the then issued and outstanding membership units and interests of ViaVacanza shall be cancelled and in exchange therefor each Member shall receive, for each one (1) percent membership interest held by such Member, a total of ten (10) shares of common stock of TravelStorm, such that when the merger becomes effective the stockholders of TravelStorm, and the number of shares held by each, shall automatically be and become:

<u>Name</u>	<u>Number of Shares</u>
Instant Software, Inc.	800
Amber Leto	100
Joe Scurto	100

Other than the membership interests held by the Members, there are no rights to acquire interests in ViaVacanza held by any person or entity.

Section 9. **Effect of the Merger.** When the merger takes effect: the surviving entity shall thereupon and thereafter possess all the rights, privileges, immunities, and franchises, as well of a public as a private nature, of each of the Constituent Companies; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest, of or belonging to or due to each of the Constituent Companies shall be taken and deemed to be transferred to and vested in the surviving entity without further act or deed; and the title to any real estate, or any interest therein, vested in any of such Constituent Companies shall not revert or be in any way impaired by reason of such merger; and the surviving entity shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Companies; and any claim existing or action or proceeding pending by or against any of such Constituent Companies may be prosecuted as if such merger had not taken place, or such surviving entity may be substituted in its place. Neither the rights of creditors nor any liens upon the property of any of the Constituent Companies shall be impaired by such merger.

Section 10. **Delivery of Deeds and Instruments.** From time to time as and when requested by the surviving entity or by its successors or assigns, each of the Constituent Companies shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments and shall take, or cause to be taken, all such other and further actions as the surviving entity may deem necessary and desirable in order more fully to vest in and confirm to the surviving entity title to and possession of all the property, rights, privileges, powers and franchises referred to in Section 9 hereof and otherwise to carry out the intent and purposes of this Plan and Agreement of Merger. For the convenience of the parties and to facilitate any filing or recording of this Plan and Agreement of Merger, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed to be an original instrument.

Section 11. **Expenses of Merger.** The surviving entity shall pay all expenses of carrying this Plan and Agreement of Merger into effect and of accomplishing the merger.

Section 12. **Abandonment of Merger.** This Plan and Agreement of Merger may be terminated or abandoned before it becomes effective, without action or approval by the stockholders or members of any of the Constituent Companies, by the Board of Directors of TravelStorm in its sole discretion, including but not limited to in the event of failure or inability to obtain necessary authorizations and approvals of any governmental agencies.

Section 13. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and, subject to the other provisions of this Agreement, on their respective successors and assigns.

Section 14. **Appraisal Rights.** TravelStorm agrees to pay to any Members with appraisal rights the amounts to which such Members are entitled under §§ 608.4351 – 608.4359 of Title XXXVI of the Florida Statutes.

Section 15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to such jurisdiction's principles of conflict of laws.

IN WITNESS WHEREOF, the parties, as evidenced by the signatures of their Duly Authorized Agents, do hereby execute this Agreement as of the 23 day of October, 2009.

IN PRESENCE OF:

TRAVELSTORM, INC.

Witness

By:

Edward S. Miller, Secretary

VIAVACANZA, LLC

By: Instant Software, Inc., a Member
Duly Authorized

Witness

By:

Edward S. Miller, Vice President