

Division of Corporations

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Division of Corporations  
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**MERGER OR SHARE EXCHANGE**

**SWISSINSO HOLDING INC.**

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## 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)
SWISSINSO HOLDING INC.	Delaware	4742273

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>PASHMINADEPOT.COM, INC.</u>	<u>Florida</u>	<u>P07000123427</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
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**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** 10 / 28 / 2009 (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 \_\_\_\_\_

The Plan of Merger was adopted by the board of directors of the surviving corporation on 10/19/2009 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 09/21/2009

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)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or  
Director

Typed or Printed Name of Individual & Title

SwissINSO Holding Inc.



Yves Ducommun, CEO

Pashminadepot.com, Inc.



Yves Ducommun, CEO

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**AGREEMENT AND PLAN OF MERGER  
OF  
PASHMINADEPOT.COM, INC.  
(a Florida corporation)  
AND  
SwissINSO HOLDING, INC.  
(a Delaware corporation)**

**AGREEMENT AND PLAN OF MERGER** (this "Agreement") entered into on October 19, 2009 by Pashminadepot.com, Inc., a Florida corporation ("Pashminadepot"), and approved by resolution adopted by its Board of Directors on September 21, 2009, and entered into on October 19, 2009, by SwissINSO Holding, Inc., a Delaware corporation ("SwissINSO"), and approved by resolution adopted by its Board of Directors on said date.

**WHEREAS**, Pashminadepot is a business corporation established under the laws of the State of Florida;

**WHEREAS**, SwissINSO is a business corporation established under the laws of the State of Delaware;

**WHEREAS**, SwissINSO is the wholly-owned subsidiary of Pashminadepot;

**WHEREAS**, the Florida Business Corporation Act (the "FBCA") permits a merger of a business corporation of the State of Florida with and into a business corporation of another jurisdiction;

**WHEREAS**, Pashminadepot does not intend to carry on any business except the business necessary to wind up and liquidate its business and affairs by means of the Merger (hereinafter defined); and

**WHEREAS**, Pashminadepot and SwissINSO and the respective Boards of Directors thereof declare it advisable and to the advantage, welfare, and best interests of said corporations and their respective stockholders to merge Pashminadepot with and into SwissINSO (the "Merger") pursuant to the provisions of the FBCA and pursuant to the provisions of the DGCL 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 entered into by Pashminadepot and approved by a resolution adopted by its Board of Directors and being thereunto duly entered into by SwissINSO and approved by a resolution adopted by its Board of Directors, the Merger 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 in this Agreement.

1. Pashminadepot shall, pursuant to the provisions of the FBCA and to the provisions of the DGCL, be merged with and into SwissINSO, which shall be the surviving corporation from and after the effective time of the Merger and which is sometimes hereinafter referred to as the "surviving corporation", and which shall continue to exist as said surviving corporation under the name SwissINSO Holding Inc. pursuant to the provisions of the DGCL. The separate existence of Pashminadepot, which is sometimes hereinafter referred to as the "terminating corporation", shall cease at said effective time in accordance with the provisions of the FBCA.

2. The present Certificate of Incorporation of the surviving corporation will be the Certificate of Incorporation of the surviving corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the DGCL.

3. The present By-Laws of the surviving corporation will be the By-Laws of said surviving corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the DGCL.

4. The directors and officers in office of the surviving corporation at the effective time of the Merger shall be the members of the Board of Directors and the officers of the surviving corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the by-laws of the surviving corporation.

5. Each issued share of the common stock of the terminating corporation shall, from and after the effective time of the Merger, be converted into one (1) share of the common stock of the surviving corporation. The surviving corporation shall not issue any certificate or scrip representing a fractional share of common stock but shall instead issue one (1) full share for any fractional interest arising from the Merger.

6. Stockholders of the terminating corporation shall continue to have rights to notices, distributions or voting with respect to the surviving corporation, and shall receive certificates representing shares of the surviving corporation upon tender of certificates representing shares of the terminating corporation for exchange.

7. Except to the extent otherwise provided in the terms of outstanding options, warrants or other rights to purchase, or securities convertible into or exchangeable for common stock of the terminating corporation, each outstanding option, warrant or other right to purchase, and each outstanding security convertible into or exchangeable for common stock shall be converted into an option, warrant or other right to purchase, or security convertible into or exchangeable for common stock of the surviving corporation on the basis of one (1) share of the common stock of the surviving corporation for each share of common stock of the terminating corporation. The exercise price or conversion ratio set forth in such option, warrant or other right to purchase, or

security convertible into or exchangeable for common stock of the surviving corporation shall be ratably adjusted so that the total exercise or conversion price shall be the same as under the option, warrant, or other right to purchase, or security convertible into or exchangeable for common stock of the terminating corporation.

8. In the event that this Agreement shall have been fully approved and adopted upon behalf of the terminating corporation in accordance with the provisions of the FBCA and upon behalf of the surviving corporation in accordance with the provisions of the DGCL, the said corporations 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 by the laws of the State of Delaware, and that they will cause to be performed all necessary acts within the State of Florida and the State of Delaware and elsewhere to effectuate the Merger herein provided for.

9. The Board of Directors and the proper officers of the terminating corporation and of the surviving corporation 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 described herein.

10. The effective time of this Agreement and the time at which the Merger shall become effective in the State of Florida and the State of Delaware, shall be on the last to occur of:

- (a) the approval of this Agreement by the stockholders of the terminating corporation in accordance with the FBCA; or
- (b) the date this Agreement, or a certificate of merger meeting the requirements of this Agreement, is filed with the Secretary of State of the State of Delaware; or
- (c) the date this Agreement, or a certificate of merger meeting the requirements of the FBCA, is filed with the Secretary of State of the State of Florida; or
- (d) the expiration of twenty (20) calendar days after the mailing of the Information Statement to the stockholders of the Corporation

11. Notwithstanding the full approval and adoption of this Agreement, this Agreement may be terminated at any time prior to the filing thereof with the Secretary of State of the State of Delaware.

12. Notwithstanding the full approval and adoption of this Agreement, the this Agreement may be amended at any time and from time to time prior to the filing thereof with the Secretary of State of the State of Florida and at any time and from time

to time prior to the filing of any requisite merger documents with the Secretary of State of the State of Delaware except that, without the approval of the stockholders of Pashminadepot and the stockholders of SwissINSO, no such amendment may (a) change the rate of exchange for any shares of Pashminadepot or the types or amounts of consideration that will be distributed to the holders of the shares of stock of Pashminadepot; (b) any term of the Certificate of Incorporation of the surviving corporation; or (c) adversely affect any of the rights of the stockholders of Pashminadepot or SwissINSO.

IN WITNESS WHEREOF, this Plan and Agreement of Merger is hereby executed upon behalf of each of the constituent corporations parties hereto.

Dated: October 19, 2009

**PASHMINADEPOT.COM, INC.,**  
a Florida corporation

By: /s/ Edward Sanders  
Name: Edward Sanders  
Title: President and Chief Executive Officer

**SwissINSO HOLDING INC.**  
a Delaware corporation

By: /s/ Yves Ducommun  
Name: Yves Ducommun  
Title: Chief Executive Officer