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Division of Corporations

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

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To: Division of Corporations  
Fax Number : (850) 617-6380

From: Account Name : CORPORATION SERVICE COMPANY  
Account Number : 120000000195  
Phone : (850) 521-0821  
Fax Number : (850) 558-1515

**RESUBMIT**

Please give original  
submission date as file date.

\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\*

Email Address: \_\_\_\_\_

MERGER OR SHARE EXCHANGE  
HOTEL INTERNET HELP, INC.

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$70.00

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
12 OCT 17 PM 2:51

Electronic Filing Menu

Corporate Filing Menu

Help

## COVER LETTER

TO: Amendment Section  
Division of Corporations

SUBJECT: Hotel Internet Help, Inc., a Delaware corporation  
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Ashwin Kamrani  
(Contact Person)

Hotel Internet Help, Inc.  
(Firm/Company)

970 Windsor Rd.  
(Address)

Charlottesville, VA 22901  
(City/State and Zip Code)

For further information concerning this matter, please call:

Ashwin Kamrani At ( 786 ) 553-0758  
(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

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10/18/2012 10:46:30 AM PAGE 1/001 Fax Server



October 18, 2012

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

HOTEL INTERNET HELP INC.  
970 WINDSOR RD  
CHARLOTTESVILLE, VA 22901

SUBJECT: HOTEL INTERNET HELP INC.  
REF: P10000009664

**RESUBMIT**

Please give original  
submission date as file date.

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The current name of the entity is as referenced above. Please correct your document accordingly.

The name of the entity must be identical throughout the document.

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) 245-6050.

Teresa Brown  
Regulatory Specialist II

FAX Aud. #: H12000251738  
Letter Number: 412A00025710

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12 OCT 18 AM 8:04

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

# **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)
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<u>Hotel Internet Help, Inc.</u>	<u>Delaware</u>	_____
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Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
-------------	---------------------	--

<u>Hotel Internet Help, Inc.</u>	<u>Florida</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 10/17/12

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)

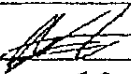
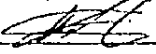
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 10/17/12

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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SECRETARY OF CORPORATION  
12 OCT 17 PM 2:51

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual &amp; Title</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Hotel Internet Help, Inc. Delaware		Ashwin Kamrani, President
Hotel Internet Help, Inc. Florida		Ashwin Kamrani, President

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter called the "Merger Agreement") is made as of ~~October 17~~, 2012, by and between HOTEL INTERNET HELP INC., a Florida corporation ("HIH Florida"), and HOTEL INTERNET HELP, INC., a Delaware corporation ("HIH Delaware"). HIH Florida and HIH Delaware are sometimes referred to as the "Constituent Corporations."

The authorized capital stock of HIH Florida consists of One Thousand (1,000) shares of Common Stock, \$1.00 par value. The authorized capital stock of HIH Delaware, upon effectuation of the transactions set forth in this Merger Agreement, will consist of Thirty-Five Thousand (35,000) shares of Voting Common Stock, \$0.001 par value and Fifteen Thousand (15,000) shares of Non-Voting Common Stock, \$0.001 par value.

The directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations that HIH Florida merge into HIH Delaware upon the terms and conditions herein provided.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that HIH Florida shall merge into HIH Delaware on the following terms, conditions and other provisions:

### 1. TERMS AND CONDITIONS.

**1.1 Merger.** HIH Florida shall be merged with and into HIH Delaware (the "Merger"), and HIH Delaware shall be the surviving corporation (the "Surviving Corporation") effective upon the date that this Merger Agreement is filed with the Secretary of State of Delaware (the "Effective Date").

**1.2 Name of Surviving Corporation.** On the Effective Date, the name of HIH Delaware shall remain Hotel Internet Help, Inc.

**1.3 Succession.** On the Effective Date, HIH Delaware shall continue its corporate existence under the laws of the State of Delaware, and the separate existence and corporate organization of HIH Florida, except insofar as it may be continued by operation of law, shall be terminated and cease.

**1.4 Transfer of Assets and Liabilities.** On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all and singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of

the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of the Constituent Corporations and of their shareholders, directors and officers shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place except as they may be modified with the consent of such creditors and all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

**1.5 Common Stock of HHH Florida and HHH Delaware.** On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, each share of Common Stock of HHH Florida issued and outstanding immediately prior thereto shall be converted into i) Two Hundred Fifty (250) fully paid and nonassessable shares of the Voting Common Stock of HHH Delaware; and ii) Sixty-Two (62) fully paid and nonassessable shares of the Non-Voting Common Stock of HHH Delaware; and each share of Common Stock of HHH Delaware issued and outstanding immediately prior thereto shall be cancelled and returned to the status of authorized but unissued shares.

**1.6 Stock Certificates.** On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of the Common Stock of HHH Florida shall be deemed for all purposes to evidence ownership of and to represent the shares of HHH Delaware into which the shares of HHH Florida represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agents. The registered owner of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of HHH Delaware evidenced by such outstanding certificate as above provided.

## **2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS.**

**2.1 Certificate of Incorporation and Bylaws.** The Certificate of Incorporation and Bylaws of HHH Delaware in effect on the Effective Date shall continue to be the Certificate of Incorporation and Bylaws of the Surviving Corporation.

**2.2 Directors.** The sole director of HHH Florida immediately preceding the Effective Date shall become the sole director of the Surviving Corporation on and after the Effective Date to serve until the expiration of his term and until his successor is elected and qualified.

**2.3 Officers.** The officers of HHH Florida immediately preceding the Effective Date shall become the officers of the Surviving Corporation on and after the Effective Date to serve at the pleasure of its Board of Directors.

## **3. MISCELLANEOUS.**

**3.1 Further Assurances.** From time to time, and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of HHH Florida 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, interests, assets, rights, privileges, immunities, powers, franchises and authority of HHH Florida and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of HHH Florida or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

**3.2 Amendment.** At any time before or after approval by the shareholders of HHH Florida, this Merger Agreement may be amended in any manner (except that, after the approval of the Merger Agreement by the shareholders of HHH Florida, the principal terms may not be amended without the further approval of the shareholders of HHH Florida) as may be determined in the judgment of the respective Board of Directors of HHH Delaware and HHH Florida to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

**3.3 Conditions to Merger.** The obligations of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Corporations in its sole discretion to the extent permitted by law):

(a) the Merger shall have been approved by the shareholders of HHH Florida in accordance with applicable provisions of the General Corporation Law of the State of Florida;

(b) HHH Florida, as sole stockholder of HHH Delaware, shall have approved the Merger in accordance with the General Corporation Law of the State of Delaware; and

(c) any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of HHH Florida to be material to consummation of the Merger shall have been obtained.

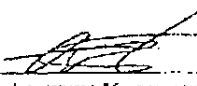
**3.4 Abandonment or Deferral.** At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either HHH Florida or HHH Delaware or both, notwithstanding the approval of this Merger Agreement by the shareholders of HHH Florida or HHH Delaware, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Boards of Directors of HHH Florida and HHH Delaware, such action would be in the best interest of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or its Board of Directors or shareholders with respect thereto, except that HHH Florida shall pay all expenses incurred in connection with the Merger or in respect of this Merger Agreement or relating thereto.

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




IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Board of Directors of HIH Florida and HIH Delaware, is hereby executed on behalf of each said corporation and attested by their respective officers thereunto duly authorized.

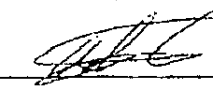
HOTEL INTERNET HELP, INC.,  
a Florida corporation

By:   
ASHWIN KAMLANI  
President and Chief Executive Officer

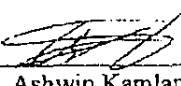
ATTEST:

By:   
Ashwin Kamlani  
Secretary

HOTEL INTERNET HELP, INC.  
a Delaware corporation

By:   
ASHWIN KAMLANI  
President and Chief Executive Officer

ATTEST:

By:   
Ashwin Kamlani  
Secretary