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MERGER OR SHARE EXCHANGE
WIIBII INC.

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merge
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TALLAHASSEE, FLORIDA

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, 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>
AMERICA ANYWAY CORP	Florida	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>
WHIBB 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, 605, 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:

July 1, 2015

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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:

2711 Centerville Road

Suite 400

Wilmington, Delaware 19808

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

AMERICA ANYWAY CORP.

Whitby, N.C.

HECTOR MIGUEL MOLO / PRESIDENT.

HÉCTOR MIGUEL MORA / PRESIDENT.

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>
AMERICA ANYWAY CORP	Florida	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>
WIIBII INC	Delaware	corporation

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

The sole shareholder of WIIBII INC and AMERICA ANYWAY CORP is the same person.

Upon the effective date of July 1, 2015, AMERICA ANYWHERE CORP will be merged

with and into WIIBII INC. with WIIBII being the surviving corporation. The Bylaws of WIIBII INC.

will continue in effect and the officers and directors of WIIBII INC. will remain the same. Each

outstanding share of common stock of WIIBII INC will remain outstanding and unchanged and each share

of outstanding common stock of AMERICA ANYWAY CORP will be cancelled.

(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:

The sole shareholder of WIIBII INC and AMERICA ANYWAY CORP is the same person. Each

outstanding share of common stock of WIIBII INC will remain outstanding and unchanged and each share

of outstanding common stock of AMERICA ANYWAY CORP will be cancelled.

(Attach additional sheet if necessary)

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

There are no such rights.

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT is dated as of June 8, 2015 by and between:

WIIBII INC., a Delaware corporation, having its principal office at 548 Shorebird Circle, Unit 3102, Redwood Shores, CA 94065 ("WIIBII")

AND:

AMERICA ANYWAY CORP., a Florida corporation, having its office at 999 Ponce de Leon Blvd, Suite 1040, Coral Gables, FL 33134 ("AAC")

WHEREAS:

- A. WIIBII and AAC are owned by the same shareholders;
- B. The boards of directors of AAC and WIIBII deem it advisable and in the best interests of their respective companies and shareholders that AAC be merged with and into WIIBII, with WIIBII remaining as the surviving corporation under the name "WIIBII INC.";
- C. The board of directors and shareholders of AAC have adopted and approved the plan of merger embodied in this Agreement; and
- D. The board of directors and shareholders of WIIBII have adopted and approved the plan of merger embodied in this Agreement.

THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto do hereby agree to merge on the terms and conditions herein provided, as follows:

1. THE MERGER

1.1 The Merger

Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), AAC shall be merged with and into WIIBII in accordance with the applicable laws of the State of Delaware and the State of Florida (the "Merger"). The separate existence of AAC shall cease, and WIIBII shall be 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 July 1, 2015 (the "Effective Date") provided that:

- (a) the Articles of Merger, in substantially the form annexed hereto as Appendix A, that the parties hereto intend to deliver to the Secretary of State of the State of Delaware, are filed and accepted by the Secretary of State of the State of Delaware; and
- (b) after satisfaction of the requirements of the laws of the State of Florida.

On the Effective Date, the Articles of Incorporation of WIIBII, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.



1.3 Bylaws

On the Effective Date, the Bylaws of WIIBII, as in effect immediately prior to the Effective Date, shall continue in full force and effect.

1.4 Directors and Officers

The directors and officers of WIIBII immediately prior to the Effective Date shall be the directors and officers of WIIBII, until their successors shall have been duly elected and qualified or until otherwise provided by law, the Articles of Incorporation or Bylaws of WIIBII.

2. TREATMENT OF SHARES

2.1 Common Stock of WIIBII

Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of common stock of WIIBII, issued and outstanding immediately prior to the Effective Date shall remain issued and outstanding unchanged.

2.2 Common Stock of AAC

Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof each share of common stock of AAC, issued and outstanding immediately prior to the Effective Date shall be cancelled.

3. EFFECT OF THE MERGER

3.1 Rights, Privileges, etc.

On the Effective Date of the Merger, WIIBII, 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 AAC and WIIBII; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of AAC and WIIBII on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or vested in WIIBII without further act or deed, title to any real estate, or any interest therein vested in AAC or WIIBII, shall not revert or in any way be impaired by reason of this merger; and all of the rights of creditors of AAC and WIIBII shall be preserved unimpaired, and all liens upon the property of AAC or WIIBII shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective corporations shall thenceforth remain with or be attached to, as the case may be, WIIBII 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.

3.2 FURTHER ASSURANCES

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

Notwithstanding any approval of the Merger or this Agreement by the shareholders of AAC or WIIBII or both, this Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, by mutual written agreement of AAC and WIIBII.

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 both AAC and WIIBII.

4.3 Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, excluding that body of law known as conflicts of law.

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.

4.5 Electronic Means

Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date hereof.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date set forth above.

WIIBII INC

By: 

Name: Hector Miguel Moro

Title: President

AMERICA ANYWAY CORP.

By: 

Name: Hector Miguel Moro

Title: President

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

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)