

P16000028804

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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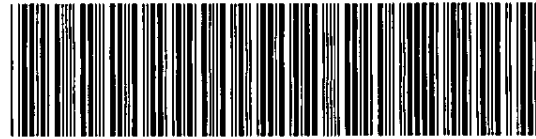
(Business Entity Name)

(Document Number)

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MAY 11 2016

C LEWIS

Lawrence D. Robinson

Attorney-at-Law

7702 Kilbride Circle
Dallas, Texas 75248
Phone: (469) 995-0186
Fax: (678) 693-9602

May 2, 2016

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

VIA: FedEx

Re: Greatest Hotels Group, Incorporated

Gentlemen:

The enclosed Articles of Merger are submitted for filing in your office. Also enclosed is my check, payable to the Florida Department of State, in the amount of \$78.75 in payment of the fees for filing and for a certified copy. An additional copy of the Articles of Merger is enclosed for your convenience.

Please return all correspondence concerning this matter to:

Lawrence D. Robinson
Attorney-at-Law
7702 Kilbride Circle
Dallas, Texas 75248
E-mail: masthead@tx.rr.com

For any questions concerning this matter, please call Lawrence D. Robinson at (469) 995-0186.

Sincerely,



Lawrence D. Robinson

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

**ARTICLES OF MERGER
(Profit Corporations)**

16 MAY -3 AM 9: 53

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 is:

GREATEST HOTELS GROUP, INCORPORATED
a Florida corporation
Document Number: P16000028804

SECOND: The name and jurisdiction of each merging corporation is:

GREATEST HOTELS GROUP, INC.
a New York corporation
Document Number: 4615999

THIRD: The Agreement and Plan of Merger is attached as Exhibit A.

FOURTH: The merger shall become effective on the date on which the required certificate or articles of merger are filed with the Departments of State of Florida and New York.

FIFTH: The Agreement and Plan of Merger was adopted by the board of directors of the surviving corporation on April 11, 2016, and shareholder approval was not required.

SIXTH: The Agreement and Plan of Merger was adopted by the shareholders of the merging corporation on April 11, 2016.

SEVENTH: IN WITNESS WHEREOF, these Articles of Merger have been duly executed on behalf of the surviving corporation and the merging corporation on this 29th day of April, 2016.

GREATEST HOTELS GROUP,
INCORPORATED
a Florida corporation
The Surviving Corporation

GREATEST HOTELS GROUP, INC.
a New York corporation
The Merging Corporation

By: 
Dwight C. Gould, President/CEO

By: 
Dwight C. Gould, President/CEO

AGREEMENT AND PLAN OF MERGER

16 MAY -3 AM 9: 53

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this 17th day of April, 2016, by and between Greatest Hotels Group, Inc., a New York corporation (hereinafter called the "Merged Corporation"), and Greatest Hotels Group, Incorporated, a Florida corporation (hereinafter called the "Surviving Corporation").

WHEREAS, the Merged Corporation is a New York corporation authorized to have and issue Four Million (4,000,000) shares, consisting of Three Million (3,000,000) common shares with a par value of \$.001 per share and One Million (1,000,000) preferred shares with a par value of \$.001 per share, of which an aggregate of Six Hundred Eighty Thousand (680,000) common shares are issued and outstanding and held by three individual shareholders and no preferred shares are issued or outstanding;

WHEREAS, Surviving Corporation is a newly formed Florida corporation authorized to have and issue is Four Million (4,000,000) shares, consisting of Three Million (3,000,000) common shares with a par value of \$.001 per share and One Million (1,000,000) preferred shares with a par value of \$.001 per share, of which an aggregate of One (1) common share is issued and outstanding and held by the Merged Corporation and no preferred shares are issued or outstanding;

WHEREAS, the Merged Corporation maintains an office in New York at P.O. Box 318, 2604 Elmwood Avenue, Rochester, New York 14618;

WHEREAS, the Surviving Corporation maintains, and shall continue to maintain, a registered office in Florida at 777 Brentwood Pt., Naples, Florida 34110 and the registered agent at that address is, and shall continue to be, Dwight C. Gould;

WHEREAS, the Merged Corporation desires to reincorporate in the State of Florida and, accordingly, the Boards of Directors of the Merged Corporation and of the Surviving Corporation, respectively, have deemed it advisable and in the best interests of the two corporations and their respective shareholders that the Merged Corporation merge with and into the Surviving Corporation pursuant to Section 368(a)(1)(F) of the Internal Revenue Code, Section 905 of the New York Business Corporation Law, and Section 607.1104 of the Florida Business Corporation Act, and have recommended the adoption of this Agreement and Plan of Merger by the shareholders of the Merged Corporation; and

WHEREAS, the shareholders of the Merged Corporation have adopted this Agreement and Plan of Merger by unanimous written consent.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, and for the mutual benefits provided hereby, the parties hereto do hereby agree as follows:

1. Merger. Greatest Hotels Group, Inc., a New York corporation herein called Merged Corporation, shall be and it hereby is merged with and into its wholly-owned subsidiary, Greatest Hotels Group, Incorporated, a Florida corporation herein called Surviving Corporation. This Agreement and Plan of Merger shall become effective immediately upon compliance with the applicable laws of both the States of New York and Florida, the time of such effectiveness being hereinafter called the "Effective Date". The Surviving Corporation shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Florida, but the separate existence of the Merged Corporation shall cease forthwith upon the Effective Date.

2. Articles of Incorporation and Bylaws. Upon the effectiveness of the merger herein contemplated, the Articles of Incorporation of the Surviving Corporation, 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 until duly amended in accordance with the provisions thereof and applicable law. The Bylaws of the Surviving Corporation, as in effect immediately prior to the Effective Date shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

3. Directors and Officers. The directors and officers of the Surviving Corporation immediately prior to the Effective Date shall, following the Effective Date, continue to be the directors and officers of the Surviving Corporation until their respective successors shall have been duly elected and qualified or until as otherwise provided by law or the Articles of Incorporation or Bylaws of the Surviving Corporation.

4. Manner of Conversion of Securities.

(a) Merged Corporation Stock. Upon the Effective Date, each common share of stock of the Merged Corporation outstanding immediately prior thereto shall, by virtue of the merger and without any further action by any party or holder, be changed and converted into one fully paid and non-assessable common share of stock of the Surviving Corporation. Unless and until exchanged for certificates of the Surviving Corporation, the certificates representing the common shares of the Merged Corporation shall, following the Effective Date, represent the common shares of the Surviving Corporation into which they are converted hereby and the holders thereof shall be entitled to all rights and privileges of holders of common shares of the Surviving Corporation. The Merged Corporation shall have no issued and outstanding preferred shares as of the Effective Date. Each certificate of the Surviving Corporation issued in exchange for stock of the Merged Corporation shall bear the same legends, if any, with respect to restrictions on transferability or otherwise, as the certificates of the Merged Corporation so surrendered for exchange.

(b) Merged Corporation Options. Upon the Effective Date, the Surviving Corporation shall assume and continue the obligations of the Merged Corporation under

all stock option plans and other employee benefit plans of Merged Corporation in effect immediately prior thereto. Each outstanding and unexercised option, warrant or other right to purchase common shares or preferred shares of Merged Corporation shall become an option, warrant or right to purchase the same number of common shares or preferred shares of the Surviving Corporation, on the same terms and conditions and at the same exercise price applicable to the Merged Corporation option, warrant or right at the Effective Date.

(c) Surviving Corporation Stock. Upon the Effective Date, each common share of the Surviving Corporation issued and outstanding immediately prior thereto shall, by virtue of the merger and without any further action by any party or holder, be cancelled and returned to the status of authorized but unissued shares. The Surviving Corporation shall have no issued and outstanding preferred shares as of the Effective Date.

5. General.

(a) Covenants of Surviving Corporation. Surviving Corporation covenants and agrees that it will, on or before the Effective Date take any and all actions that may be required by the New York Business Corporation Law with respect to the merger.

(b) Further Assurances. From time to time, if and when requested by the Surviving Corporation or its successors or assigns, there shall be executed and delivered on behalf of the Merged Corporation such deeds, assignments, bills of sale and other instruments, and there shall be taken or caused to be taken by the Surviving Corporation and the Merged Corporation such further and other actions, as shall be appropriate or necessary in order to vest or perfect in, or conform of record or otherwise in, the Surviving Corporation the title and possession of all of the property, interests, asserts, rights, privileges, immunities, powers, franchises and authority of the Merged Corporation and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of the Merged Corporation or otherwise to take any and all such action and to execute and deliver any and all such deeds, assignments, bills of sale and other instruments.

(c) Abandonment. At any time prior to the Effective Date, this Agreement and Plan of Merger may be terminated and the merger may be abandoned for any reason whatsoever by the Board of Directors of either the Merged Corporation or the Surviving Corporation, or both, notwithstanding the approval hereof by the shareholders of the Merged Corporation.

(d) Counterparts. This Agreement and Plan of Merger may be executed in one or more counterparts, each of which shall be deemed to be an original and all of

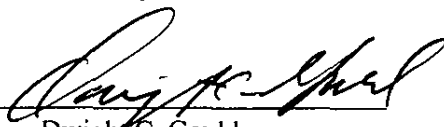
which together shall constitute one and the same instrument. An executed counterpart hereof shall be maintained at the principal place of business of the Surviving Corporation and shall be furnished, without charge, to any shareholder.

(e) Amendment. This Agreement and Plan of Merger may be amended at any time prior to the Effective Date by the Boards of Directors of the Merged Corporation and the Surviving Corporation, provided that an amendment made subsequent to the approval hereof by the shareholders of the Merged Corporation, shall not amend any provision hereof the amendment of which would require the approval of the shareholders of the Merged Corporation, unless such approval has been so obtained.

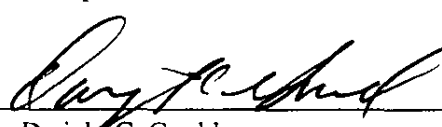
(f) Governing Law. This Agreement and Plan of Merger shall be construed, interpreted and enforced in accordance with the laws of the State of Florida, and so far as applicable, the merger provisions of the New York Business Corporation Law.

IN WITNESS WHEREOF, this Agreement and Plan of Merger, having first been approved by resolutions of the Boards of Directors of the Merged Corporation and the Surviving Corporation, and by the shareholders of the Merged Corporation, is executed on behalf of each such corporation by their respective officers thereunto duly authorized.

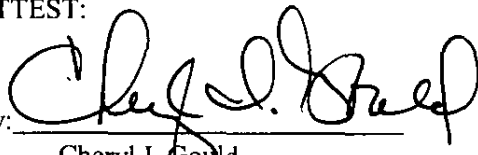
GREATEST HOTELS GROUP, INC.,
a New York corporation

By: 
Dwight C. Gould
President/CEO

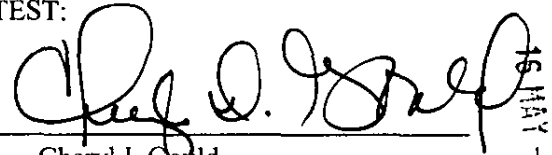
GREATEST HOTELS GROUP, INCORPORATED,
a Florida corporation

By: 
Dwight C. Gould
President/CEO

ATTEST:

By: 
Cheryl I. Gould
Secretary

ATTEST:

By: 
Cheryl I. Gould
Secretary

15 MAY -3 AM 9:53
OFFICE OF THE SECRETARY
STATE OF FLORIDA