

MO8000003120

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

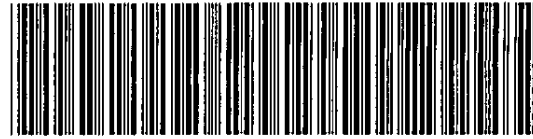
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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2017 JAN 18 PM 5:37
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2017 JAN 19 AM 11:03
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SUPERVISOR OF REVENUE

M. MILLIGAN
JAN 19 2017

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195
REFERENCE : 469546 7637345
AUTHORIZATION : *Lyndee Coleman*
COST LIMIT : \$ 25.00

ORDER DATE : January 17, 2017
ORDER TIME : 9:52 AM
ORDER NO. : 469546-015
CUSTOMER NO: 7637345

FOREIGN FILINGS

NAME: TRAVEL LEADERS FRANCHISE
GROUP, LLC

CORPORATE
 LIMITED PARTNERSHIP
 LIMITED LIABILITY COMPANY

XXXX AMENDMENT

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Melissa Zender -- EXT# 62956

EXAMINER: _____

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO FILE
AMENDMENT TO CERTIFICATE OF AUTHORITY TO TRANSACT
BUSINESS IN FLORIDA**

SECTION I (1-4 must be completed)

1. Name of limited liability Company as it appears on the records of the Florida Department of

State: Travel Leaders Franchise Group, LLC

Enter new principal office address, if applicable: _____

(Principal office address
MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable: _____

(Mailing address
MAY BE A POST OFFICE BOX)

2. The Florida document number of this limited liability company is: M08000003120

3. Jurisdiction of its organization: Minnesota

4. Date authorized to do business in Florida: 06/30/2008

SECTION II (5-9 complete only the applicable changes)

5. New name of the limited liability company: Travel Leaders Network, LLC
(must contain "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must contain "Limited Liability Company," "L.L.C." or "LLC.")

6. If amending the registered agent and/or registered officer address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent: _____

New Registered Office Address: _____

Enter Florida Street Address

_____, Florida _____
City Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

7. If the amendment changes the jurisdiction of organization, indicate new jurisdiction:

8. If the amendment changes person, title or capacity in accordance with 605.0902 (1)(e), indicate that change:

<u>Title/ Capacity</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	<input type="checkbox"/> Add
_____	_____	_____	<input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Add
_____	_____	_____	<input type="checkbox"/> Remove
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_____	_____	_____	<input type="checkbox"/> Add
_____	_____	_____	<input type="checkbox"/> Remove

9. Attached is a certificate, if required: no more than 90 days old, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisdiction under the law of which this entity is organized.

Robert S. Brill

Signature of the authorized representative

Robert S. Brill

Typed or printed name of signee

2017 JAN 19 PM 5:37

Filing Fee: \$25.00

**Office of the Minnesota Secretary of State
Certificate of Merger**

I, Steve Simon, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 322B

Home Jurisdiction and Names of Merging Entities:

DELAWARE: VACATION.COM, LLC
MINNESOTA: TRAVEL LEADERS FRANCHISE GROUP, LLC

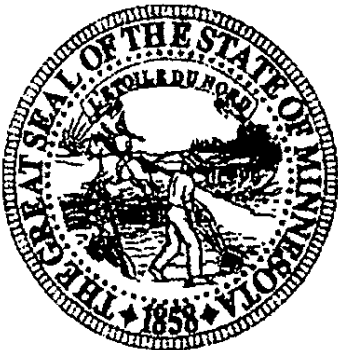
Home Jurisdiction and Name of Surviving Entity:

MINNESOTA: TRAVEL LEADERS FRANCHISE GROUP, LLC

Name of Surviving Entity after Effective Date of Merger:

TRAVEL LEADERS NETWORK, LLC

This certificate has been issued on: 12/07/2016



Steve Simon

Steve Simon
Secretary of State
State of Minnesota

ARTICLES OF MERGER

OF

VACATION.COM, LLC
(a Delaware limited liability company)

WITH AND INTO

TRAVEL LEADERS FRANCHISE GROUP, LLC
(a Minnesota limited liability company)

The undersigned companies, Vacation.com, LLC, a Delaware limited liability company (the "Merging Company"), and Travel Leaders Franchise Group, LLC, a Minnesota limited liability company (the "Surviving Company" and, together with the Merging Company, the "Constituent Companies"), file these Articles of Merger pursuant to Minnesota Statutes, Chapter 322B and hereby certify as follows:

1. The Plan of Merger attached hereto as Exhibit A (the "Plan of Merger") provides for the merger of the Merging Company with and into the Surviving Company. The Surviving Company will continue as the surviving company under the name Travel Leaders Network, LLC, a Minnesota limited liability company.
2. The Constituent Companies have each approved the Plan of Merger pursuant to Minnesota Statutes, Chapter 322B.
3. The merger shall be effective at 12:01 a.m. on January 1, 2017.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of
the 21st day of November, 2016.

VACATION.COM, LLC

By: Robert Brill
Name: Robert Brill
Title: Senior Vice President and General Counsel

**TRAVEL LEADERS FRANCHISE GROUP,
LLC**

By: Travel Leaders Group, LLC
Its: Manager

By: Robert Brill
Name: Robert Brill
Title: Senior Vice President and General Counsel

[SIGNATURE PAGE TO ARTICLES OF MERGER]

EXHIBIT A
PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

VACATION.COM, LLC
(a Delaware limited liability company)

with and into

TRAVEL LEADERS FRANCHISE GROUP, LLC
(a Minnesota limited liability company)

THIS AGREEMENT AND PLAN OF MERGER (the "Plan"), is dated as of the 21st day of November, 2016, by and between Vacation.com, LLC, a Delaware limited liability company (the "Merging Company"), and Travel Leaders Franchise Group, LLC, a Minnesota limited liability company (the "Surviving Company"). The Merging Company and the Surviving Company are hereinafter sometimes collectively referred to as the "Constituent Companies."

RECITALS

WHEREAS, the Merging Company is a limited liability company organized and existing under the laws of the State of Delaware.

WHEREAS, the Surviving Company is a limited liability company organized and existing under the laws of the State of Minnesota.

WHEREAS, the board of directors and sole member of the Merging Company deem it advisable and in the best interests of the Merging Company and its member to merge with and into the Surviving Company, and the sole manager and sole member of the Surviving Company deem it advisable and in the best interests of the Surviving Company and its member to merge the Merging Company with and into the Surviving Company, under the terms and conditions hereinafter set forth.

WHEREAS, the Constituent Companies have approved this Plan pursuant to and in accordance with the provisions of the Minnesota Limited Liability Company Act, Chapter 322B of the Minnesota Statutes, and the provisions of the Delaware Limited Liability Company Act, Title 6, Chapter 18 of the Delaware Code.

WHEREAS, the terms and conditions of the merger of the Merging Company with and into the Surviving Company (the "Merger"), the mode of carrying the same into effect, the assumption of liabilities of the Merging Company by the Surviving Company, the cancellation of the Merging Company's membership units, and such other facts, details or provisions as may be required or permitted to be stated in this Plan are set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and of the mutual

agreements, covenants and provisions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Constituent Companies hereby agree to this Plan as follows:

ARTICLE I

1.1 Merger. Subject to, and in accordance with, the provisions of this Plan, the Merging Company shall be merged with and into the Surviving Company in accordance with the applicable provisions of the Minnesota Limited Liability Company Act and the Delaware Limited Liability Company Act. At the Effective Time (as defined in Section 2.2 below), the separate existence of the Merging Company shall cease, except to the extent provided by the laws of the State of Delaware in the case of a limited liability company after its merger into another limited liability company. The Surviving Company shall be the surviving entity and shall continue its existence as a limited liability company organized under the laws of the State of Minnesota.

1.2 Articles of Merger. Articles of Merger shall be executed by both the Merging Company and the Surviving Company and delivered to the Minnesota Secretary of State.

1.3 Certificate of Merger. A Certificate of Merger shall be executed by the Surviving Company and delivered to the Delaware Secretary of State.

ARTICLE II

2.1 Effective Date. The Merger shall become effective on January 1, 2017 (the "Effective Date").

2.2 Effective Time. The time on the Effective Date at which the Merger becomes effective shall be 12:01 a.m. on the Effective Date and is hereinafter referred to as the "Effective Time."

ARTICLE III

3.1 Name of Surviving Company. From and after the Effective Time, the name of the Surviving Company shall be Travel Leaders Network, LLC.

3.2 Articles of Organization. From and after the Effective Time, the articles of organization of the Surviving Company, as existing and constituted immediately prior to the Effective Time, shall be the articles of organization of the Surviving Company until further amended in accordance with applicable law or agreement.

3.3 Limited Liability Company Agreement. From and after the Effective Time, the limited liability company agreement of the Surviving Company, as existing and constituted immediately prior to the Effective Time, shall be the limited liability company of the Surviving Company until thereafter amended as provided therein or by law.

3.4 Managers. From and after the Effective Time, the managers of the Surviving Company, as existing and constituted immediately prior to the Effective Time, shall serve as the

managers of the Surviving Company until their successors are duly elected and qualified, or until their earlier death, resignation or removal.

ARTICLE IV

4.1 Merging Company Membership Units. At the Effective Time, each membership unit of, and all limited liability company interests in, the Merging Company issued and outstanding immediately prior to the Effective Time of the Merger shall, without need for further action, be canceled and shall cease to be outstanding. All options and warrants of the Merging Company, and any rights, claims, demands, and choses in action arising out of or relating to the issuance or ownership thereof, not yet exercised by their terms, shall also be deemed to expire as of the Effective Time.

4.2 Surviving Company Units. Each membership unit of the Surviving Company issued and outstanding immediately prior to the Effective Time shall continue to be issued and outstanding as a membership unit of, and a limited liability company interest in, the Surviving Company from and after the Effective Time.

ARTICLE V

5.1 Existence of Merging Company. At the Effective Time, the separate existence of the Merging Company shall cease and, in accordance with the terms of this Plan, the Surviving Company shall succeed to and possess all the rights, privileges, powers and franchises of a public as well as a private nature, and shall be subject to all the restrictions, liabilities and duties of the Merging Company; and all the rights, privileges, powers and franchises of the Merging Company, and all property, real, personal and mixed, and all debts due on any account, including contribution agreements and all other choses in action and every other interest of or belonging to or due to the Merging Company shall be taken and deemed to be transferred to and vested in the Surviving Company without further act or deed.

5.2 Existence of Surviving Company. Except as herein specifically set forth, the identity, existence, purposes, powers, objects, franchises, privileges, rights and immunities of the Surviving Company shall continue unaffected and unimpaired by the Merger, and the franchises, existence and rights of the Merging Company shall be merged with and into the Surviving Company and the Surviving Company shall, as the surviving company, be fully vested therewith.

5.3 Debts and Liabilities. At the Effective Time, the Surviving Company shall be responsible and liable for all the debts, liabilities, duties and obligations of the Merging Company. A claim of or against or a pending proceeding by or against the Merging Company may be prosecuted as if the Merger had not taken place, or the Surviving Company may be substituted in the place of the Merging Company. Neither the rights of creditors nor any liens on the property of either of the Constituent Companies shall be impaired by the Merger. All debts, liabilities, duties and obligations of the Merging Company shall attach to the Surviving Company, and may be enforced against it to the same extent as if said debts, liabilities, duties and obligations had been incurred or contracted by the Surviving Company.

5.4 Delaware Limited Liability Act §18-209 Requirements. The Surviving Company agrees that it may be served with process in the State of Delaware in a proceeding for the enforcement of an obligation of the Merging Company or the Surviving Company and in a proceeding for the enforcement of the rights of a dissenting owner of an ownership interest of the Merging Company against the Surviving Company. The Surviving Company irrevocably appoints the Delaware Secretary of State as its agent to accept service of process in any proceeding. Any such process may be forwarded to the Surviving Company at 3033 Campus Drive, Suite W320, Plymouth, Minnesota 55441.

5.5 Further Actions. If, upon or after the Effective Time, the Surviving Company shall determine that any returns or reports, or any filings of any kind, are required to be made by the Merging Company to the Internal Revenue Service or to any other state or federal administrative or regulatory agency, or if any assignments, deeds or assurances are necessary or desirable to vest in the Surviving Company any property of the Merging Company, the President of the Surviving Company, or such other managers or officers thereof as may be designated by the manager of the Surviving Company, shall be empowered to make and execute on behalf of the Merging Company all necessary returns or reports, or filings of any kind, and all proper assignments, deeds or assurances, and to do all other things necessary and proper to effect the Merger and to vest title to all of the property of the Merging Company in the Surviving Company.

ARTICLE VI

Consummation of the Merger is subject to the satisfaction of the following conditions:

6.1 Approval. The Merger shall have received the approval of the board of directors, in the case of the Merging Company, and the sole manager, in the case of the Surviving Company, and the members of each of the Constituent Companies to the extent required by the applicable provisions of the laws of the States of Minnesota and Delaware, and the respective governing documents of the Constituent Companies.

6.2 Documentation. All necessary documents shall have been properly executed, filed and recorded, and all such acts and things required to accomplish the Merger, in accordance with the requirements of the laws of the States of Minnesota and Delaware, shall have been properly taken.

ARTICLE VII

7.1 Termination. This Plan may be terminated, and the Merger and other transactions herein provided for abandoned, by either of the Constituent Companies by written notice to the other Constituent Company at any time prior to the Effective Time of the Merger if the other Constituent Company or its member(s) breaches and fails to cure any term or condition of this Plan.

7.2 Headings. The headings set forth herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Plan.


7.3 Counterparts. This Plan may be executed in two or more counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

7.4 Governing Law. This Plan shall be governed by and construed under the laws of the State of Minnesota without regard to conflict of laws provisions.

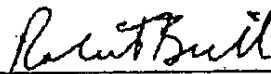
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Plan of Merger as of the date first above written.

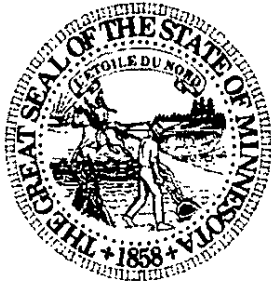
VACATION.COM, LLC

By: 
Name: Robert Brill
Title: Senior Vice President and General Counsel

**TRAVEL LEADERS FRANCHISE GROUP,
LLC**

By: 
Name: Robert Brill
Title: Senior Vice President and General Counsel

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]



File Numbers

91923880005

2790395-3

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED

12/7/2016 11:59:00 PM

Steve Simon

Steve Simon
Secretary of State