

F/11000003796

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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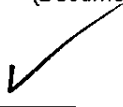
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MAIL

(Business Entity Name)

(Document Number)

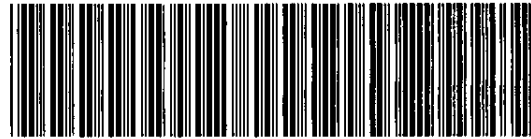
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EFFECTIVE DATE

1/1/12

DEPT. OF STATE
TALLAHASSEE, FLORIDA

2011 DEC 20 AM 9:59

FILED

Meyer
12-21-11

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Allied T Pro Nevada, Inc.
Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Stephen G. Phillips
Contact Person

Allied T Pro
Firm/Company

500 Seventh Avenue - 9th Floor
Address

New York, New York 10018
City/State and Zip Code

stephen.phillips@alliedtpro.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Stephen G. Phillips At (212) 596-1069
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

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.

EFFECTIVE DATE
1-1-12

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Allied T Pro Nevada, Inc.</u>	<u>Nevada</u>	<u>F11000003796</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Allied T Pro, Inc.</u>	<u>Connecticut</u>	<u>F09000000822</u>
<u>Allied T Pro Florida, Inc.</u>	<u>Florida</u>	<u>P93000003256</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 01 / 01 / 2012 (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 12/07/2011.

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 12/07/2011.

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)

[illegible]

Allied T Pro Nevada, Inc.;

Sept. 19. Phillips

Stephen G. Phillips, Secretary

Allied T Pro, Inc.

Sept. 4. Friday

Stephen G. Phillips, Secretary

Allied T Pro Florida, Inc.

Sept. 9. Pullin

Stephen G. Phillips, Secretary

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>Allied T Pro Nevada, Inc.</u>	<u>Nevada</u>

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

<u>Name</u>	<u>Jurisdiction</u>
<u>See attached Plan of Merger</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

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

See attached Plan of Merger

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached Plan of Merger

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:
None

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:
See attached Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of the 7th day of December, 2011, but effective as of the Effective Date indicated below, and is entered into by and between:

ALLIED T PRO NEVADA, INC., a Nevada corporation, herein the "Surviving Corporation", and

ALLIED T PRO, INC., a Connecticut corporation,

ALLIED T PRO FLORIDA, INC., a Florida corporation,

ALLIED T PRO COLORADO, INC., a Colorado corporation,

ALLIED T PRO WEST, INC., a California corporation,

ALLIED T PRO HAWAII, INC., a Hawaii corporation,

KUONI EVENTS USA, INC., a Missouri corporation,

ALLIED TOURS, LLC, a Delaware limited liability company,

T PRO MARKETING CORP., a Connecticut corporation, and

HOTEL RESERVATIONS, LLC, a Connecticut limited liability company.

Herein, **ALLIED T PRO, INC.**, **ALLIED T PRO FLORIDA, INC.**, **ALLIED T PRO COLORADO, INC.**, **ALLIED T PRO WEST, INC.**, **ALLIED T PRO HAWAII, INC.**, **KUONI EVENTS USA, INC.**, **ALLIED TOURS, LLC**, **T PRO MARKETING CORP.**, and **HOTEL RESERVATIONS, LLC** shall jointly and severally be referred to as the "Merging Companies".

In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

Effective Date. The effective date ("Effective Date") of this merger ("Merger") shall be January 1, 2012, regardless of the date of actual filing, subject to applicable State law.

Statutory Merger. On the Effective Date, the Merging Companies shall be merged with and into the Surviving Corporation in accordance with Section 92A.190, et seq. of the Nevada Private Corporations Act. The parties hereto intend a "statutory merger", and that the Merger shall qualify as a tax free reorganization under the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

Effect of Merger.

It is the intent of this Agreement that:

A. The Surviving Corporation shall continue to own and possess all of its capital, assets and property of every description and every interest, wherever located, including the rights, privileges, immunities, powers, franchises, tax credits and other tax attributes and authority (which shall not be transferred as a result of the Merger), and in no event shall the Merger effectuate, or be treated as effectuating any transfer of Surviving Corporation's personal property, real property, leasehold of any kind, or of its tax status or any other tax attribute, benefit or authority;

B. The Surviving Corporation shall own and possess the Merging Companies' capital, assets and property of every description and every interest, wherever located, including the rights, privileges, immunities, powers, franchises, tax credits (to the extent transferable) and other tax attributes, benefits and authority;

C. All obligations of the Surviving Corporation shall continue to be and constitute the obligations of the Surviving Corporation;

D. All obligations of any Merging Company shall become the obligations of the Surviving Corporation, without further act or deed;

E. All creditors' rights and all liens on any property of the Merging Companies shall be preserved unimpaired, and any existing claim or pending action or proceeding by or against any Merging Company may be prosecuted to judgment with right of appeal, as if the Merger had not taken place;

Further Actions. If, after the Merger's Effective Date, the Surviving Corporation shall determine that further conveyances, agreements, documents, instruments, assurances of law, or any other things are necessary or desirable to vest, perfect, confirm, or record in the Surviving Corporation the title to any property, leases, rights, privileges, powers, and franchises of any Merged Company or to otherwise carry out the provisions of this Agreement, the appropriate directors and officers last in office in the relevant Merged Company shall (a) execute and deliver, on the Surviving Corporation's request, any and all proper conveyances, agreements, documents, instruments, and assurances of law and (b) do all things necessary or proper to vest, perfect, or confirm title to the Surviving Corporation's property, lease, rights, privileges, powers, and franchises and otherwise to carry out the provisions of this Agreement.

Articles of Incorporation. The Articles of Incorporation the Surviving Corporation in effect immediately before the Effective Date shall continue (until amended or repealed as provided by applicable law) to be the Articles of Incorporation as of the Effective Date and after the Merger, with no amendments as a result of the Merger.

Bylaws. The Bylaws of the Surviving Corporation in effect immediately before the Effective Date shall be the governing Bylaws of the Surviving Corporation as of the Effective Date and after the Merger, with no amendments as a result of the Merger.

Directors and Officers. The directors and officers of the Surviving Corporation as of the Effective Date and after the Merger shall be as follows:

Director / Chairman	Peter Rothwell
Director	Peter Meier
Director	Stefan Leser
Director	Jane Rossmango
Director	Mark Morello
President & Chief Executive Officer	Mark Morello
Chief Financial Officer / Treasurer	Paresh Patel
Secretary	Stephen G. Phillips

Share / Membership Conversion. On the Effective Date each share of stock (for each Merging Company that is a corporation) and each membership/equity ownership (for each Merging Company that is a limited liability company) that is outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any additional action on the part of any party hereto, be canceled, extinguished and surrendered to the Surviving Corporation; and all of the stock in the Surviving Corporation existing prior to the Merger shall remain outstanding stock in the Surviving Corporation following the Merger. No consideration of any type will be given for any Merging Company's equity.

Conditions to the Merger. This Agreement shall have been duly adopted, authorized and approved by the Board of Directors and the Shareholders (or Members, as applicable) of both the Surviving Corporation and each of the Merging Companies, and by the Board of Directors and Shareholders of the common parent of the Surviving Corporation and each of the Merging Companies, namely KUONI HOLDING DELAWARE, INC., a Delaware corporation (the "Parent Corporation"), which Parent Corporation owns one hundred (100%) percent of all shares of stock of each said company (as to the Surviving Corporation and each Merging Company that is a corporation) and one hundred (100%) percent of the equity ownership and membership of each said company (as to each Merging Company that is a limited liability company) outstanding immediately prior to the Effective Date of the Merger. The execution of this Agreement by the respective authorized signators below confirms compliance with these conditions.

Termination. Notwithstanding anything herein or elsewhere to the contrary, this Agreement may be terminated and abandoned at any time before the Effective Date, whether before or after adoption and approval of this Agreement, by the vote of either the board of directors of the Surviving Corporation or the board of directors of any of the Merging Companies or the board of directors of the Parent Corporation. In the event of such termination and abandonment, this Agreement shall forthwith become void, and no party hereto, nor its respective officers, directors or stockholders, shall have any liability hereunder.

No Third-Party Beneficiaries. Except as otherwise specifically provided in this Agreement, nothing expressed or implied in this Agreement is intended or shall be construed to confer on or give any person, firm, or corporation, other than the Surviving Corporation, the Merging Companies and the Parent Corporation and their respective shareholders and equity owners, any rights or remedies under or by reason of this Agreement.

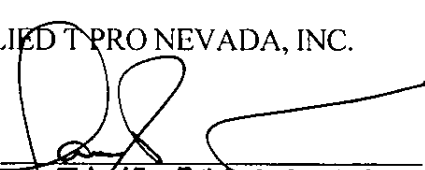
Address. The address for all mailings and other communications relating to this Agreement is c/o Allied T Pro, 500 Seventh Avenue – 9th Floor, New York, NY 10018; Attention: Stephen G. Phillips, Esq., Secretary and General Legal Counsel.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

IN WITNESS WHEREOF, the undersigned have duly adopted, authorized and approved this Agreement as of the date first written above.

ALLIED T PRO NEVADA, INC.

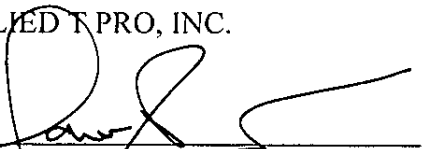
By: 

Name: JANE ROSSMANGO

Title: PRES & CEO

Duly Authorized by Its (sole) Owner and its Board of Directors

ALLIED T PRO, INC.

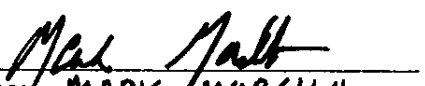
By: 

Name: JANE ROSSMANGO

Title: PRES & CEO

Duly Authorized by Its (sole) Owner and its Board of Directors

ALLIED T PRO FLORIDA, INC.

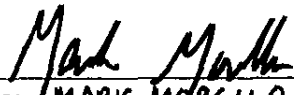
By: 

Name: MARK MORELLO

Title: COO

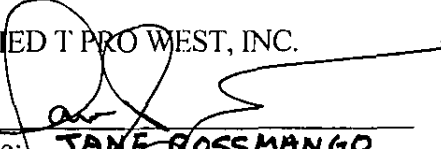
Duly Authorized by Its (sole) Owner and its Board of Directors

ALLIED T PRO COLORADO, INC.

By: 
Name: **MARK MORELLO**
Title: **COO**

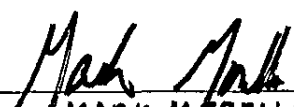
Duly Authorized by Its (sole) Owner and its Board of Directors

ALLIED T PRO WEST, INC.

By: 
Name: **JANE ROSSMANGO**
Title: **PRES & CEO**

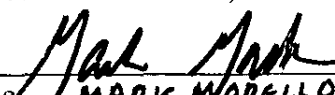
Duly Authorized by Its (sole) Owner and its Board of Directors

ALLIED T PRO HAWAII, INC.

By: 
Name: **MARK MORELLO**
Title: **COO**

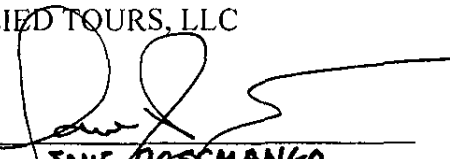
Duly Authorized by Its (sole) Owner and its Board of Directors

KUONI EVENTS USA, INC.

By: 
Name: **MARK MORELLO**
Title: **COO**

Duly Authorized by Its (sole) Owner and its Board of Directors

ALLIED TOURS, LLC

By: 
Name: **JANE ROSSMANGO**
Title: **MANAGER & PRES & CEO**

Duly Authorized by Its (sole) Member and Manager

T PRO MARKETING CORP.

By: Mark Morello
Name: MARK MORELLO
Title: COO

Duly Authorized by Its (sole) Owner and its Board of Directors

HOTEL RESERVATIONS, LLC

By: Jane RossMango
Name: JANE ROSSMANGO
Title: MANAGER & PRES & CEO

Duly Authorized by Its (sole) Member and Manager

KUONI HOLDING DELAWARE, INC.

By: Jane RossMango
Name: JANE ROSSMANGO
Title: DIRECTOR

Duly Authorized by Its (sole) Owner and its Board of Directors

Certified to be a true and correct copy.

Stephen G. Phillips

Stephen G. Phillips, Secretary
Allied T Pro Nevada, Inc., et al.

STATE OF NEW YORK

ss: New York City

COUNTY OF NEW YORK

Before me, the undersigned notary, on December 19, 2011 did personal appear Stephen G. Phillips, know to me to be the Secretary of Allied T Pro Nevada, Inc., et al., who being duly sworn, did attest to the truth of the above statement as his own free act and deed.

H. Venkitarama

HARINI VENKITARAMA
Notary Public - State of New York
No. 01VE6249595
Qualified in New York County
My Commission Expires On 11/2015