

OCT. 4. 2007 10:08 AM

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Florida Department of State

Division of Corporations
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MERGER OR SHARE EXCHANGE

MYTRAVEL USA HOLDINGS, INC.

Certificate of Status	0
Certified Copy	0
Page Count	16
Estimated Charge	\$70.00

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TALLAHASSEE, FLORIDA

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TALLAHASSEE, FLORIDA

07 SEP 28 PM 4:26

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Help

*Art. of
Merger
10/5/07*

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C S C

NO. 808 P. 2

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ARTICLES OF MERGER

OF

ST SIENNA RYANN CO.
(a California corporation)

AND

MYTRAVEL USA HOLDINGS, INC.
(a Florida corporation)

07 SEP 28 PM 4:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

Pursuant to Section 607.1109 of the Florida Business Corporation Act (the "FBCA"), the undersigned DO HEREBY CERTIFY that:

FIRST: The name and jurisdiction of organization of each of the constituent entities of the merger (the "Merger") is as follows:

<u>NAME</u>	<u>JURISDICTION OF ORGANIZATION</u>
ST SIENNA RYANN CO.	CALIFORNIA
MYTRAVEL USA HOLDINGS, INC.	FLORIDA

SECOND: The Plan of Merger is attached hereto as Exhibit A.

THIRD: The Plan of Merger attached hereto was approved and adopted by each of the domestic corporations party to the Merger in accordance with the applicable provisions of the FBCA.

FOURTH: The Plan of Merger attached hereto was approved and adopted by the other business entities party to the Merger in accordance with the applicable laws of the jurisdiction under which such other business entities are formed, organized or incorporated.

FIFTH: The merger shall be effective upon the filing of this Articles of Merger.

[Signature Page Follows]

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NO. 808 P. 3

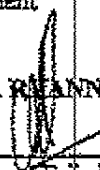
H07000243067 3

IN WITNESS WHEREOF, this Articles of Merger has been executed this 28th day of September 2007.

MYTRAVEL USA HOLDINGS, INC.

By: 
Name: Michael Friisdahl
Title: President

ST SIENNA REALTY CO.

By: 
Name: Michael Friisdahl
Title: President

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C S C

NO. 808 P. 4

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EXHIBIT A
Plan of Merger

H07000243067 3

AGREEMENT AND PLAN OF MERGER

OF

ST SIENNA RYANN CO.
(a California corporation)

AND

MYTRAVEL USA HOLDINGS, INC.
(a Florida corporation)

AGREEMENT AND PLAN OF MERGER entered into on September 27, 2007 by and between St Sienna Ryann Co. ("St Sienna"), a California corporation and MyTravel USA Holdings, Inc. ("MT USA"), a Florida corporation.

WHEREAS MT USA is a corporation duly organized and existing under the laws of the State of Florida and has an authorized capital stock of 100,000 shares of common stock, par value \$.01 per share (the "MT USA Common Stock"), of which 1,000 shares are issued and outstanding;

WHEREAS St Sienna is a corporation duly organized and existing under the laws of the State of California and has an authorized capital stock of 200,000 shares of common stock, without par value (the "Old Common Stock"), of which 9,380 shares are issued and outstanding;

WHEREAS the respective board of directors of each of St Sienna and MT USA have determined that the merger (the "Merger") of St Sienna with and into MT USA upon the terms and conditions set forth in this Agreement is advisable, and has approved and adopted this Agreement, and the boards of directors of MT USA and St Sienna have recommended that its respective stockholders approve and adopt this Agreement and the Merger;

WHEREAS, the respective stockholders of MT USA and St Sienna have approved and adopted this Agreement and the Merger;

NOW, THEREFORE, in consideration of the premises and the respective representations, warranties, covenants and agreements set forth in this Agreement, the parties hereto agree as follows:

I. THE MERGER

1.1 **Merger.** In accordance with the provisions of this Agreement, at the Effective Time (as defined below), St Sienna will be merged with and into MT USA, St Sienna's separate existences will cease and

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MT USA will be the surviving corporation in the Merger. MT USA as the surviving corporation after the Merger is herein sometimes referred to as the "Surviving Corporation".

1.2 Filing and Effectiveness. As promptly as practicable following the date of this Agreement, the parties will cause (i) an Articles of Merger (the "Florida Articles of Merger") in substantially the form set forth in Exhibit A-1 hereto, meeting the requirements of the Florida Business Corporation Act (the "Florida Statute") and (ii) a Certificate of Merger (the "California Certificate of Merger") in substantially the form set forth in Exhibit A-2 hereto, meeting the requirements of the California Corporations Code (the "CA Code" and together with the Florida Statute, the "Acts"), be executed, acknowledged and filed with the Secretary of State of the State of California. The Merger will become effective at the time when both of the Florida Articles of Merger has been filed with the Secretary of State of the State of Florida and the California Certificate of Merger has been filed with the Secretary of State of the State of California (the "Effective Time").

1.3 Effects of Merger. The effects of the Merger are as follows:

- (a) General. At and after the Effective Time, the Merger shall have the effects specified in the Acts;
- (b) Certificate of Incorporation. At the Effective Time, the Articles of Incorporation of MT USA as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation, until amended thereafter in accordance with applicable law;
- (c) Bylaws. At the Effective Time, the Bylaws of MT USA as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation, until amended thereafter in accordance with applicable law;
- (d) Directors and Officers. At the Effective Time, each of the directors and each of the officers of MT USA immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, each to hold office until their respective death, permanent disability, resignation or removal or until his or her respective successor is duly elected and qualified, all in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation and applicable law; and
- (e) Effect on Capital Stock. As of the Effective Time, without any action on the part of MT USA, St Sienna, as the case may be, or of any holder of any shares of capital stock of or other interest in MT USA or St. Sienna, the shares of capital stock, membership interests and other securities of MT USA and St. Sienna will be converted or cancelled as follows:
 - (i) Cancellation of the Old Common Stock. Each of the shares of the Old Common Stock will be cancelled without payment of any consideration therefore and shall cease to exist.

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- (ii) Conversion of the MT USA Common Stock. Each share of the MT USA Common Stock issued and outstanding immediately prior to the Effective Time will be converted into and exchanged for one validly issued, fully paid and nonassessable share of the common stock of the Surviving Corporation, par value \$.01 per share (the "Surviving Common Stock"). Each stock certificate of MT USA Common Stock evidencing ownership of any such shares will from and after the Effective Time evidence ownership of shares of the Surviving Common Stock.

- 1.4 **Taking of Necessary Action; Further Action.** Prior to the Effective Time, MT USA and St. Sienna shall take all such action as shall be necessary or appropriate to effectuate the Merger. If, at any time after the Effective Time, any such further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges and powers of each of St. Sienna, the officers and directors of the Surviving Corporation are fully authorized, in the name and on behalf of MT USA and St. Sienna, to take, and MT USA will cause them to take, all such lawful and necessary actions.

II. REPRESENTATIONS AND WARRANTIES OF ST SIENNA

St. Sienna represents and warrants to MT USA as follows:

- 2.1 **Due Organization.** St. Sienna (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, as applicable, (b) is duly authorized to conduct its business and is in good standing under the laws of each jurisdiction where such qualification is required, (c) has the requisite corporation or limited liability company, as applicable, power and authority necessary to carry on its business as currently conducted and to own or lease its property and (d) is not in breach or violation of, or default under, any provision of its organizational documents. There is no pending or, to St. Sienna's knowledge, threatened action or other proceeding for its dissolution, liquidation, insolvency or rehabilitation.
- 2.2 **Authorization; Enforceability.** St. Sienna has the requisite power and authority necessary to execute and delivery this Agreement and to consummate the Merger. St. Sienna has taken all action necessary to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder, and the consummation by St. Sienna of the Merger. This Agreement has been duly authorized, executed and delivered by each of St. Sienna and is enforceable against St. Sienna in accordance with its terms, except as such enforcement may be subject to the effects of bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally and general principles of equity (the "Enforceability Exceptions").

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III. REPRESENTATIONS AND WARRANTIES OF MT USA

MT USA represents and warrants to St. Sienna as follows:

- 3.1 **Due Organization.** MT USA (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, (b) is duly authorized to conduct its business and is in good standing under the laws of each jurisdiction where such qualification is required, (c) has the requisite corporate power and authority necessary to carry on its business as currently conducted and to own or lease its property and (d) is not in breach or violation of, or default under, any provision of its organizational documents. There is no pending or, to MT USA's knowledge, threatened action or other proceeding for its dissolution, liquidation, insolvency or rehabilitation.
- 3.2 **Authorization; Enforceability.** MT USA has the requisite power and authority necessary to execute and deliver this Agreement and to consummate the Merger. MT USA has taken all action necessary to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder, and the consummation by MT USA of the Merger. This Agreement has been duly authorized, executed and delivered by MT USA and is enforceable against MT USA in accordance with its terms, except as such enforcement may be subject to the Enforceability Exceptions.

IV. GENERAL

- 4.1 **Termination.** St. Sienna and MT USA may, by mutual written agreement, terminate this Agreement as to all parties and the Merger may be abandoned for any reason whatsoever, at any time prior to the Effective Time.
- 4.2 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law principles.
- 4.3 **Amendments.** This Agreement may not be amended or modified except by a writing signed by all the parties.
- 4.4 **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement and understanding of the parties in respect of its subject matter and supersedes all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.
- 4.5 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will

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be deemed to be an original and all of which together will constitute one and the same instrument.

[Signature Page To Follow]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger upon behalf of each of the constituent corporations parties thereto as of the date first written above.

SURVIVING CORPORATION:

MYTRAVEL USA HOLDINGS, INC.

By: 

Name: Michael Friisdahl

Title: President

MERGING ENTITY:

ST SIENNA RYNN CO.

By: 

Name: Michael Friisdahl

Title: President

[SIGNATURE PAGE TO THE AGREEMENT AND PLAN OF MERGER]

09/08/04 v1 11/04/07 1007

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NO. 808 P. 11

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Exhibit A-1
Florida Articles of Merger

[See attached]

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ARTICLES OF MERGER

OF

ST SIENNA RYANN CO.
(a California corporation)

AND

MYTRAVEL USA HOLDINGS, INC.
(a Florida corporation)

Pursuant to Section 607.1109 of the Florida Business Corporation Act (the "FBCA"), the undersigned DO HEREBY CERTIFY that:

FIRST: The name and jurisdiction of organization of each of the constituent entities of the merger (the "Merger") is as follows:

<u>NAME</u>	<u>JURISDICTION OF ORGANIZATION</u>
ST SIENNA RYANN CO.	CALIFORNIA
MYTRAVEL USA HOLDINGS, INC.	FLORIDA

SECOND: The Plan of Merger is attached hereto as Exhibit A.

THIRD: The Plan of Merger attached hereto was approved and adopted by each of the domestic corporations party to the Merger in accordance with the applicable provisions of the FBCA.

FOURTH: The Plan of Merger attached hereto was approved and adopted by the other business entities party to the Merger in accordance with the applicable laws of the jurisdiction under which such other business entities are formed, organized or incorporated.

FIFTH: The merger shall be effective upon the filing of this Articles of Merger.

[Signature Page Follows]

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NO. 808 P. 13

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IN WITNESS WHEREOF, this Articles of Merger has been executed this _____ day of
_____, 2007.

MYTRAVEL USA HOLDINGS, INC.

By: _____
Name: Michael Friisdahl
Title: President

ST SIENNA RYANN CO.

By: _____
Name: Michael Friisdahl
Title: President

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EXHIBIT A
Plan of Merger

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Exhibit A-2
California Certificate of Merger

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 State of California Secretary of State CERTIFICATE OF MERGER (Corporations Code sections 1113(g), 6018.1, 8019.1, 9640, 12540.1, 15578.4, 16915(b) and 17552)	OBE MERG
IMPORTANT — Read all instructions before completing this form.	

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1. NAME OF SURVIVING ENTITY MyTravel USA Holdings, Inc.	2. TYPE OF ENTITY Corporation	3. CA SECRETARY OF STATE FILE NUMBER	4. JURISDICTION Florida												
5. NAME OF DISAPPEARING ENTITY St Sierra Ryan Co.	6. TYPE OF ENTITY Corporation	7. CA SECRETARY OF STATE FILE NUMBER 818148	8. JURISDICTION California												
9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED, IF A VOTE WAS REQUIRED. SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NECESSARY. <table border="1"> <thead> <tr> <th colspan="2">SURVIVING ENTITY</th> <th colspan="2">DISAPPEARING ENTITY</th> </tr> <tr> <th>CLASS AND NUMBER</th> <th>AND PERCENTAGE VOTE REQUIRED</th> <th>CLASS AND NUMBER</th> <th>AND PERCENTAGE VOTE REQUIRED</th> </tr> </thead> <tbody> <tr> <td>Common Stock - 400 shares</td> <td>100%</td> <td>Common Stock - 9,380 shares</td> <td>100%</td> </tr> </tbody> </table>				SURVIVING ENTITY		DISAPPEARING ENTITY		CLASS AND NUMBER	AND PERCENTAGE VOTE REQUIRED	CLASS AND NUMBER	AND PERCENTAGE VOTE REQUIRED	Common Stock - 400 shares	100%	Common Stock - 9,380 shares	100%
SURVIVING ENTITY		DISAPPEARING ENTITY													
CLASS AND NUMBER	AND PERCENTAGE VOTE REQUIRED	CLASS AND NUMBER	AND PERCENTAGE VOTE REQUIRED												
Common Stock - 400 shares	100%	Common Stock - 9,380 shares	100%												
10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT. ☐ No vote of the shareholders of the parent party was required. ☐ The required vote of the shareholders of the parent party was obtained.															
11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.															
12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY. <table border="1"> <tr> <td>PRINCIPAL ADDRESS OF SURVIVING ENTITY</td> <td>CITY AND STATE</td> <td>ZIP CODE</td> </tr> <tr> <td>c/o AHI International Corp., 6400 Shafter Ct.</td> <td>Rosemont, IL</td> <td>60018</td> </tr> </table>				PRINCIPAL ADDRESS OF SURVIVING ENTITY	CITY AND STATE	ZIP CODE	c/o AHI International Corp., 6400 Shafter Ct.	Rosemont, IL	60018						
PRINCIPAL ADDRESS OF SURVIVING ENTITY	CITY AND STATE	ZIP CODE													
c/o AHI International Corp., 6400 Shafter Ct.	Rosemont, IL	60018													
13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.															
14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER. Section 607.1109 of the Florida Business Corporation Act		15. FUTURE EFFECTIVE DATE, IF ANY (Month) (Day) (Year)													
16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.															
17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.															
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY		DATE													
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY		DATE													
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY		DATE													
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY		DATE													
For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing:															