

P98000090493

Sunstate Research

Requestor's Name

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Phone #

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98 DEC 31 PM 2:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Travel Services International, Inc (Delaware)
(Corporation Name) (Document #)
2. into
(Corporation Name) (Document #)
3. Travel Services Group Inc (Florida)
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

- ☒ Walk in ☐ Pick up time _____ ☒ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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*****78.75 *****78.75

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86-12-31-98
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Merger

ARTICLES OF MERGER
Merger Sheet

MERGING:

TRAVEL SERVICES INTERNATIONAL, INC., a Delaware corporation,
F97000003649

INTO

TRAVEL SERVICES GROUP, INC. which changed its name to
TRAVEL SERVICES INTERNATIONAL, INC., a Florida corporation,
P98000090493

File date: December 31, 1998

Corporate Specialist: Cheryl Coulliette

**ARTICLES OF MERGER
OF
TRAVEL SERVICES INTERNATIONAL, INC., a Delaware corporation
INTO
TRAVEL SERVICES GROUP, INC., a Florida corporation**

Pursuant to the provisions of Section 607.1101 and Section 607.1105 of the Florida Business Corporation Act, TRAVEL SERVICES INTERNATIONAL, INC., a Delaware corporation ("Travel"), and TRAVEL SERVICES GROUP, INC., a Florida corporation ("Acquisition"), hereby adopt the following Articles of Merger for the purpose of merging Travel with and into Acquisition (the "Merger").

FIRST: The plan of merger, pursuant to Section 607.1101 of the Florida Business Corporation Act ("the "FBCA"), is as set forth in these Articles of Merger, including Exhibits A and B hereto (the "Plan of Merger").

SECOND: The Merger shall not be effective until 11:59 P.M. on Thursday, December 31, 1998 (the "Effective Time"). At the Effective Time, Travel shall be merged with and into Acquisition, with Acquisition being the surviving corporation of the Merger (the "Surviving Corporation") and the separate existence of Travel shall thereupon cease. The Merger shall have the effects set forth in Section 607.1106 and Section 607.1107 of the FBCA.

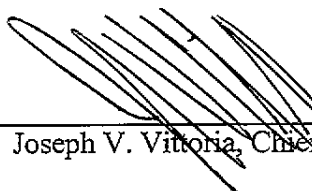
THIRD: The Articles of Incorporation of Acquisition as in effect at the Effective Time shall be the Articles of Incorporation of the Surviving Corporation; provided, however, that Article I of the Surviving Corporation's Articles of Incorporation is hereby amended and restated in its entirety, effective as of the Effective Time, to read as follows: "The name of the Corporation is Travel Services International, Inc. (hereinafter called the "Corporation")." Exhibit B hereto sets forth the names and addresses of the officers and directors of Travel, which persons shall become the officers and directors of the Surviving Corporation at the Effective Time in accordance with Section 6 of the Agreement and Plan of Merger, attached as Exhibit A hereto.

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FOURTH: The Plan of Merger was approved at a meeting of the shareholders of Travel held on July 28, 1998 by the affirmative vote of a majority of the outstanding shares of Travel common stock, and by written consent of the Board of Directors and sole shareholder of Acquisition dated as of October 22 1998.

IN WITNESS WHEREOF, each of Travel and Acquisition have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by an authorized officer, on this 20th day of December, 1998.

TRAVEL SERVICES INTERNATIONAL, INC.

By: 
Joseph V. Vittoria, Chief Executive Officer

TRAVEL SERVICES GROUP, INC.

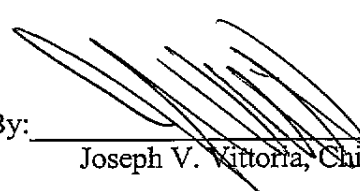
By: 
Joseph V. Vittoria, Chief Executive Officer

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS PLAN AND AGREEMENT OF MERGER, dated as of October 29, 1998 (the "Agreement"), is entered into between TRAVEL SERVICES GROUP, INC., a Florida corporation ("FLORIDA"), and TRAVEL SERVICES INTERNATIONAL, INC., a Delaware corporation ("DELAWARE").

A. DELAWARE has an aggregate authorized capital of 51,000,000 shares of capital stock, consisting of (i) 50,000,000 shares of common stock, \$0.01 par value (the "Delaware Common Stock") of which 2,484,501 shares have been designated as Restricted Voting Common Stock (the "Delaware Restricted Common Stock") and 47,515,499 remain undesignated (the "Delaware Non-restricted Common Stock"), and (ii) 1,000,000 shares of preferred stock, par value \$0.01 per share (the "Delaware Preferred Stock").

B. FLORIDA has an aggregate authorized capital of 51,000,000 shares of capital stock, consisting of (i) 50,000,000 shares of common stock, \$0.01 par value (the "Florida Common Stock") of which 1,900,331 shares have been designated as Restricted Voting Common Stock (the "Florida Restricted Common Stock") and 48,099,669 remain undesignated (the "Florida Non-restricted Common Stock"), and (ii) 1,000,000 shares of preferred stock, par value \$0.01 per share (the "Florida Preferred Stock").

C. The respective Boards of Directors of FLORIDA and DELAWARE believe that it is in the best interests of FLORIDA and DELAWARE and their respective shareholders to merge DELAWARE with and into FLORIDA under and pursuant to the provisions of this Agreement, the Delaware General Corporation Law and the Florida Business Corporation Act.

Agreement

In consideration of the Recitals and of the mutual agreements contained in this Agreement, the parties hereto agree as set forth below.

1. **MERGER.** DELAWARE shall be merged with and into FLORIDA (the "Merger").

2. **EFFECTIVE DATE.** The Merger shall become effective immediately upon the later of the filing of this Agreement or a certificate of merger with the Secretary of State of Delaware in accordance with the Delaware General Corporation Law and the filing of articles of merger with the Secretary of State of Florida in accordance with the Florida Business Corporation Act (the "Articles of Merger"). The time of such effectiveness is hereinafter called the "Effective Date."

4. **ARTICLES OF INCORPORATION.** The Articles of Incorporation of FLORIDA as it exists on the Effective Date shall be the Articles of Incorporation of FLORIDA following the Effective Date, unless and until the same shall thereafter be amended or repealed in accordance with the laws of the State of Florida; provided, however, that pursuant to and upon the filing of the Articles of Merger the name of FLORIDA shall be changed to "Travel Services International, Inc."

5. **BYLAWS.** The Bylaws of FLORIDA as they exist on the Effective Date shall be the Bylaws of FLORIDA following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof and the laws of the State of Florida.

6. **BOARD OF DIRECTORS AND OFFICERS.** The members of the Board of Directors and the officers of DELAWARE immediately prior to the Effective Date shall be the members of the Board of Directors and the officers of FLORIDA following the Effective Date, and such persons shall serve in such offices for the terms provided by law or in Florida's Articles of Incorporation and Bylaws, or until their respective successors are elected and qualified.

7. **RETIREMENT OF OUTSTANDING FLORIDA STOCK.** Upon the Effective Date, each of the 100 shares of the FLORIDA Common Stock presently issued and outstanding shall be retired, and no shares of FLORIDA Common Stock or other securities of FLORIDA shall be issued in respect thereof.

8. **CONVERSION OF OUTSTANDING DELAWARE STOCK.** Upon the Effective Date, each issued and outstanding share of Delaware Restricted Common Stock and all rights in respect thereof shall be converted into one fully-paid and nonassessable share of Florida Restricted Common Stock, and each certificate representing shares of Delaware Restricted Common Stock shall for all purposes be deemed to evidence the ownership of the same number of shares of Florida Restricted Common Stock as are set forth in such certificate. After the Effective Date, each holder of an outstanding certificate representing shares of Delaware Restricted Common Stock may, at such shareholder's option, surrender the same to Florida's registrar and transfer agent for cancellation, and each such holder shall be entitled to receive in exchange therefor a certificate evidencing the ownership of the same number of shares of Florida Restricted Common Stock as are represented by the DELAWARE certificate surrendered to Florida's registrar and transfer agent.

Upon the Effective Date, each issued and outstanding share of Delaware Non-restricted Common Stock and all rights in respect thereof shall be converted into one fully-paid and nonassessable share of Florida Non-restricted Common Stock, and each certificate representing shares of Delaware Non-restricted Common Stock shall for all purposes be deemed to evidence the ownership of the same number of shares of Florida Non-restricted Common Stock as are set forth in such certificate. After the Effective Date, each holder of an outstanding certificate representing shares of Delaware Non-restricted Common Stock may, at such shareholder's option, surrender the same to Florida's registrar and transfer agent for cancellation, and each such holder shall be

entitled to receive in exchange therefor a certificate evidencing the ownership of the same number of shares of Florida Non-restricted Common Stock as are represented by the DELAWARE certificate surrendered to Florida's registrar and transfer agent.

9. CONDITIONS TO CONSUMMATION OF THE MERGER.

Consummation of the Merger is subject to the satisfaction prior to the Effective Date of the following conditions: (a) This Agreement and the Merger shall have been adopted and approved by the affirmative vote of the holders of a majority of the votes represented by the shares of Delaware Common Stock outstanding on the record date fixed for determining the shareholders of DELAWARE entitled to vote thereon; (b) DELAWARE and FLORIDA shall have received all consents, orders and approvals and satisfaction of all other requirements prescribed by law that are necessary for the consummation of the Merger; and (c) The Nasdaq Stock Market shall have authorized the listing, upon official notice of issuance, of the shares of Florida Common Stock to be issued or delivered in connection with the Merger and such authorization shall be in full force and effect on such date.

10. STOCK OPTIONS. Upon the Effective Date, each stock option and other right to subscribe for or purchase shares of Delaware Common Stock shall be converted into a stock option or other right to subscribe for or purchase the same number of shares of Florida Common Stock and each certificate, agreement, note or other document representing such stock option or other right to subscribe for or purchase shares of Delaware Common Stock shall for all purposes be deemed to evidence the ownership of a stock option or other right to subscribe for or purchase shares of Florida Common Stock.

11. RIGHTS AND LIABILITIES OF FLORIDA. At and after the Effective Date, and all in the manner of and as more fully set forth in Section 607.1106 of the Florida Business Corporation Act and Section 259 of the Delaware General Corporation Law, the title to all real estate and other property, or any interest therein, owned by each of DELAWARE and FLORIDA shall be vested in FLORIDA without reversion or impairment; FLORIDA shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of DELAWARE and FLORIDA without reversion or impairment; FLORIDA shall thenceforth be responsible and liable for all the liabilities and obligations of each of DELAWARE and FLORIDA; any claim existing or action or proceeding pending by or against DELAWARE or FLORIDA may be continued as if the Merger did not occur or FLORIDA may be substituted for DELAWARE in the proceeding; neither the rights of creditors nor any liens upon the property of DELAWARE or FLORIDA shall be impaired by the Merger, and FLORIDA shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

12. TERMINATION. This Agreement may be terminated and abandoned by action of the respective Board of Directors of DELAWARE or FLORIDA at any time prior to the Effective Date, whether before or after approval by the shareholders of either or both of the parties hereto.

13. **AMENDMENT.** The Boards of Directors of the parties hereto may amend this Agreement at any time prior to the Effective Date; provided, that an amendment made subsequent to the approval of this Agreement by the shareholders of either of the parties hereto shall not: (a) change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of the parties hereto, (b) change any term of the Articles of Incorporation of FLORIDA or (c) change any other terms or conditions of this Agreement if such change would adversely affect the holders of any capital stock of either party hereto.

14. **INSPECTION OF AGREEMENT.** Executed copies of this Agreement will be on file at the principal place of business of FLORIDA at 220 Congress Park Drive, Delray Beach, Florida 33445. A copy of this Agreement shall be furnished by FLORIDA, on request and without cost, to any shareholder of either DELAWARE or FLORIDA.

15. **GOVERNING LAW.** This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida.


16. **SERVICE OF PROCESS.** On and after the Effective Date, FLORIDA agrees that it may be served with process in Delaware in any proceeding for enforcement of any obligation of DELAWARE or FLORIDA arising from the Merger.

17. **DESIGNATION OF DELAWARE SECRETARY OF STATE AS AGENT FOR SERVICE OF PROCESS.** On and after the Effective Date, FLORIDA irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any suit or other proceeding to enforce the rights of any shareholders of DELAWARE or FLORIDA arising from the Merger. The Delaware Secretary of State is requested to mail a copy of any such process to FLORIDA at 220 Congress Park Drive, Delray Beach, Florida 33445, Attention: Chief Executive Officer

18. **REMEDIES.** Any rights and remedies belonging to DELAWARE or FLORIDA and arising in connection with the actions contemplated by this Agreement shall be pursued solely against DELAWARE or FLORIDA, and not against their respective officers, directors or employees. In the event that any officer, director or employee of DELAWARE or FLORIDA becomes involved in any capacity in any action, proceeding or investigation in connection with the Merger or this Agreement, DELAWARE and/or FLORIDA may advance to such person(s) all reasonable legal and other expenses incurred in connection therewith and shall also indemnify such person(s) against any losses, claims, damages or liabilities to which such person(s) may become subject in connection with the Merger or this Agreement, except to the extent that such indemnification is prohibited by law.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed on its behalf by its officers duly authorized, all as of the date first above written.

TRAVEL SERVICES GROUP, INC., a
Florida corporation

By: 
Name: Joseph V. Vittoria
Title: Chief Executive Officer

**TRAVEL SERVICES INTERNATIONAL,
INC.,** a Delaware corporation


By: 
Name: Joseph V. Vittoria
Title: Chief Executive Officer

EXHIBIT B

The following persons are the officers and directors of Travel, with the respective positions as indicated below, and shall become the officers and directors of the Surviving Corporation in such respective positions at the Effective Time:

<u>Name and Address*</u>	<u>Positions(s)</u>
Joseph V. Vittoria (1) (3)	Chairman and Chief Executive Officer, Director
Jill M. Vales	Senior Vice President and Chief Financial Officer
Maryann Bastnagel	Senior Vice President and Chief Information Officer
Suzanne B. Bell	Senior Vice President, General Counsel and Secretary
John C. DeLano	Senior Vice President, Operations
Melville W. Robinson	Vice President, Corporate Development
Spencer Frazier	Vice President, Chief Marketing Officer
George Del Pino	Vice President, Controller
Robert G. Falcone	CEO-Cruises Inc.; Director
Wayne Heller (3)	CEO-Cruises Only; Director
Imad Khalidi	CEO-Auto Europe, Director
John W. Przywara	CEO-D-FW Tours; Director
Elan J. Blutinger (2)	Director
D. Fraser Bullock (1) (3)	Director
Tommaso Zanzotto (1) (2)	Director
Leonard A. Potter	Advisory Director

- (1) Member of Audit Committee of the Board of Directors
- (2) Member of Compensation Committee of the Board of Directors
- (3) Member of Acquisition Committee of the Board of Directors

*The address of each of the officers and directors listed above is c/o Travel Services International, Inc., 220 Congress Park Drive, Delray Beach, Florida 33445