

S10839

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

TRAVELOGIX, INC., a Florida corporation, document number S10839

INTO

**NEW TRAVELOGIX, INC.**, a Texas corporation not qualified in Florida

File date: October 8, 1997

Corporate Specialist: Karen Gibson

Document Number Only

510839

CT CORPORATION SYSTEM

Requestor's Name  
660 East Jefferson Street  
Address  
Tallahassee, FL 32301 222-1092  
City State Zip Phone

CORPORATION(S) NAME

97 OCT - 8 PM 2:05  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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-10/08/97--01074--008  
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Travelogix, Inc. (FL)  
merging into:

New Travelogix, Inc. (TX)

- Profit
- NonProfit
- Limited Liability Co.
- Foreign
- Limited Partnership
- Reinstatement
- Certified Copy
- Call When Ready
- Walk In
- Mail Out
- Amendment
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- Photo Copies
- Call if Problem
- Merger
- Mark
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- Fic. Name
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Name Availability
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10-8

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Joy / Annette -

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AND

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Thanks - Tamara

**ARTICLES OF MERGER**

**OF**

**TRAVELOGIX, INC.**  
**(a Florida Corporation)**

**INTO**

**NEW TRAVELOGIX, INC.**  
**(a Texas Corporation)**

**FILED**  
97 OCT -8 PM 2:05  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of the Florida Business Corporation Act, the domestic corporation and the foreign corporation herein named do hereby adopt and execute the following Articles of Merger for the purpose of merging the domestic corporation with and into the foreign corporation.

1. The names of the constituent corporations are Travelogix, Inc., a business corporation organized under the laws of the State of Florida ("Travelogix Florida"), and subject to the Florida Business Corporation Act, and New Travelogix, Inc., a business corporation organized under the laws of the State of Texas ("Travelogix Texas"), and subject to the Texas Business Corporation Act.

2. The laws of the state under which Travelogix Texas is organized permit such merger and Travelogix Texas is complying with those laws in effecting the merger.

3. Travelogix Texas will comply with Section 607.1105 of the Florida Business Corporation Act and Travelogix Florida will comply with the applicable provisions of Sections 607.1101 through 607.1104 of the Florida Business Corporation Act.


4. Annexed hereto and made a part hereof is the Agreement and Plan of Merger (the "Plan") for merging Travelogix Florida with and into Travelogix Texas, as approved by the Board of Directors and shareholders of each constituent corporation.

5. The Plan was adopted by the sole shareholder and the Board of Directors of Travelogix Florida on August 26, 1997, and was adopted by the sole shareholder and the Board of Directors of Travelogix Texas on August 26, 1997.


6. Travelogix Texas will continue to exist as the surviving corporation under the name Travelogix, Inc. pursuant to the provisions of the laws of the State of Texas and will be governed by said laws.

EXECUTED to be effective the 26 day of August, 1997.

TRAVELOGIX, INC., a Florida corporation

By:   
Robert Forsyth, President

NEW TRAVELOGIX, INC., a Texas corporation

By:   
Robert Forsyth, President

**AGREEMENT AND PLAN OF MERGER**

**OF**

**TRAVELOGIX, INC.**  
**(a Florida corporation),**

**WITH AND INTO**

**NEW TRAVELOGIX, INC.**  
**(a Texas corporation)**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into effective as of the 26th day of August, 1997, pursuant to Section 607.1107 of the Florida Business Corporation Act and Article 5.01 of the Texas Business Corporation Act, by and between Travelogix, Inc., a Florida corporation ("Travelogix Florida") and New Travelogix, Inc., a Texas corporation ("Travelogix Texas").

**RECITALS:**

WHEREAS, Travelogix Florida is a corporation duly organized and existing under the laws of the State of Florida with authorized capital of ten thousand (10,000) shares of common stock, par value one dollar (\$1.00) per share, of which four thousand (4,000) shares are issued and outstanding (the "Travelogix Florida Common Stock"); and

WHEREAS, Travelogix Texas is a corporation duly organized and existing under the laws of the State of Texas with authorized capital of twenty-two million (22,000,000) shares, consisting of twenty million (20,000,000) shares of common stock, par value one-tenth cent (\$0.001) per share, of which two million (2,000,000) shares of common stock are issued and outstanding (the "Travelogix Texas Common Stock") and two million (2,000,000) shares of preferred stock, par value one-tenth cent (\$0.001) per share, of which no shares are issued or outstanding (the "Travelogix Texas Preferred Stock"); and

WHEREAS, Tallard Infologix N.V., formerly Travelogix Holdings, B.V., is the sole shareholder of both Travelogix Florida and Travelogix Texas; and

WHEREAS, Section 607.1107 of the Florida Business Corporation Act permits a merger between a Florida corporation and one or more corporations incorporated in states other than Florida with a corporation not incorporated in the State of Florida as the surviving corporation; and

WHEREAS, Article 5.01 of the Texas Business Corporation Act permits a merger of a corporation incorporated under the laws of another jurisdiction with and into a corporation incorporated under the laws of the State of Texas; and

WHEREAS, the parties hereto desire that Travelogix Florida be merged with and into Travelogix Texas pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Board of Directors of each of Travelogix Florida and Travelogix Texas has approved and adopted this Agreement, each by unanimous written consent dated as of August 26, 1997; and

WHEREAS, Tallard Infologix N.V., formerly Travelogix Holdings, B.V., the sole shareholder of each of Travelogix Florida and Travelogix Texas, has approved and adopted this Agreement by written consent dated as of August 26, 1997; and

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Travelogix Florida and Travelogix Texas hereby agree as follows:

1. Merger of Travelogix Florida with and into Travelogix Texas. At the Effective Time (as defined herein), Travelogix Florida and Travelogix Texas hereby agree that Travelogix Florida shall merge with and into Travelogix Texas, and Travelogix Texas shall be the surviving corporation of such merger (the "Merger"), pursuant to the provisions of Section 607.1107 of the Florida Business Corporation Act and Article 5.01 of the Texas Business Corporation Act. Following the Merger, the separate corporate existence of Travelogix Florida shall cease, and Travelogix Texas shall continue as the surviving corporation (the "Surviving Corporation") and shall continue its corporate existence.

2. Name and Location of the Surviving Corporation. The name of the Surviving Corporation shall be changed to Travelogix, Inc. The established office and business location of Travelogix Texas shall be the office and location of the Surviving Corporation.

3. Articles of Incorporation and Bylaws. At the Effective Time, the Articles of Incorporation and the Bylaws (as then constituted) of Travelogix Texas shall be and remain the Articles of Incorporation and Bylaws of the Surviving Corporation, except that the name of the Surviving Corporation shall be changed to "Travelogix, Inc.," until such Articles of Incorporation or Bylaws are further amended, altered or repealed as provided by law.

4. Directors. The directors of the Surviving Corporation shall be the directors of Travelogix Texas in office immediately prior to the Effective Time, and each of them, subject to the Bylaws of the Surviving Corporation and to the laws of the State of Texas, shall hold office from the Effective Time until his successor is duly elected or appointed and qualified or until the earlier of his death, incapacity, resignation or removal.

5. Officers. The officers of the Surviving Corporation shall be the officers of Travelogix Texas in office immediately prior to the Effective Time, and each of them, subject to the Bylaws of the Surviving Corporation and to the laws of the State of Texas, shall hold office

from the Effective Time until his successor is duly elected or appointed and qualified or until the earlier of his death, incapacity, resignation or removal.

6. Effect of Merger. At the Effective Time, Travelogix Texas shall receive all of the property, rights, privileges, franchises, patents, trademarks, trade names, licenses, registrations and other assets of every kind and description of Travelogix Florida, including, without limitation, all goodwill associated therewith (collectively, "assets"). Such assets shall be vested in and devolve upon Travelogix Texas without further act and deed, and Travelogix Texas shall assume all the liabilities of every kind and description of Travelogix Florida.

7. Conversion of Shares and Other Securities. At the Effective Time, by virtue of the Merger and without any action on the part of Travelogix Florida, Travelogix Texas or the holder of any of the shares and other securities of Travelogix Florida or Travelogix Texas, the following will occur:

(a) Any and all shares and other securities or rights to acquire any shares or other securities of Travelogix Florida issued and outstanding immediately prior to the Effective Time, including, but not limited to, the Travelogix Florida Common Stock, shall be converted into shares of common stock of the Surviving Corporation at the rate of five hundred (500) shares of common stock of the Surviving Corporation for every one (1) share of Travelogix Florida Common Stock. The transfer books of Travelogix Florida shall be closed and no transfer of Travelogix Florida Common Stock or exercise of options to acquire the same shall be made at or after the Effective Time.

(b) All shares and securities of Travelogix Texas issued and outstanding as of the Effective Time, including, but not limited to, the Travelogix Texas Common Stock, shall be canceled and extinguished, and the holder of such shares and securities shall receive the sum of \$2,000.00, in aggregate, in consideration therefor.

8. Effective Time. The Merger shall become effective on the date that either this Agreement or Articles of Merger shall have been filed with the Secretary of State of each of (i) the State of Florida, in accordance with Section 607.1105 of the Florida Business Corporation Act, and (ii) the State of Texas, in accordance with Article 5.04 of the Texas Business Corporation Act ("Effective Time").

9. Termination. This Agreement may be terminated and abandoned by decision of the Board of Directors of any corporation that is a party hereto, notwithstanding approval of this Agreement by the shareholders of all or any of the corporations that are parties hereto, at any time prior to the filing of this Agreement or Articles of Merger in accordance herewith. In the event of the termination and abandonment of this Agreement, this Agreement shall become void and have no effect, without any liability on the part of the party or parties electing to so terminate, or their respective directors, officers or shareholders in respect of this Agreement, except for liability of the parties for their respective expenses.

10. **Amendment or Modification.** This Agreement may be amended or modified at any time prior to the filing of this Agreement or Articles of Merger in accordance herewith; provided, however, that any amendment or modification subsequent to the adoption of this Agreement by the shareholders of any corporation that is a party hereto may not alter or change:

(a) the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such corporation,

(b) any term of the Articles of Incorporation of Travelogix Texas except as approved by the shareholders of each of the corporations that are parties hereto, or

(c) any of the terms or conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such corporation.

11. **Sole Agreement of Parties.** This Agreement and the documents referred to herein constitute the full understanding of the parties and a complete and exclusive statement of the terms and conditions of their agreement relating to the subject matter hereof and supersede any and all prior agreements, whether written or oral, that may exist between the parties with respect thereto. This Agreement may not be amended except in writing signed by both parties.

12. **Further Assurances.** Each party hereto agrees from time to time, as and when requested by the other party hereto, or by its successors or assigns, to execute and deliver, or to cause to be executed and delivered, all such deeds and instruments and to take or cause to be taken such further or other acts, either before or after the Effective Time, as may be deemed necessary or desirable in order to vest in the Surviving Corporation title to and possession of any assets of Travelogix Florida acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intent and purposes hereof, and the officers and directors of the parties hereto are fully authorized in the name of their respective corporations to take any and all such actions.

13. **Headings.** Descriptive headings as to the contents of particular articles and sections are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

14. **Gender; Plurals.** Each use herein of the masculine, neuter or feminine gender shall be deemed to include the other genders and each use herein of the plural shall include the singular and vice versa, in each case as the context requires or as is otherwise appropriate.

15. **Severability.** In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, then (i) such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof; (ii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement; and (iii) there shall be added



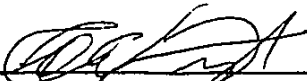
automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

16. Multiple Counterparts. For the convenience of the parties hereto and to facilitate the filing and recording of this Agreement, this Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all counterparts hereof so executed by the parties hereto, whether or not such counterpart shall bear the execution of each of the parties hereto, shall be deemed to be, and shall be construed as, one and the same Agreement.

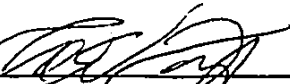
17. Consent to Service of Process. After the Effective Date, the Surviving Corporation may be served with process in the State of Florida in any proceeding for enforcement of any obligation of Travelogix Florida or Travelogix Texas, as well as for enforcement of any obligations of the Surviving Corporation arising from the Merger, including any suit or other proceeding to enforce the right of any shareholder as determined in appraisal proceedings pursuant to the provisions of Sections 607.1302 of the Florida Business Corporation Act, and Travelogix Texas, as the Surviving Corporation, does hereby irrevocably appoint the Secretary of State of the State of Florida as its agent to accept service of process in any such suit or other proceeding arising in such state. The address to which a copy of such process shall be mailed by the Secretary of State of the State of Florida is Travelogix, Inc., 10370 Richmond Avenue, Suite 750, Houston, Texas 77042 (Attn: Robert Forsyth).

IN WITNESS WHEREOF, Travelogix Florida and Travelogix Texas have caused this Agreement to be signed in their respective corporate names as of the date and year first above written.

TRAVELOGIX, INC.  
(a Florida corporation)

By:   
Robert Forsyth, President

NEW TRAVELOGIX, INC.  
(a Texas corporation)

By:   
Robert Forsyth, President