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CORPORATION(S) NAME

Merger

9/30/99

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DISNEY'S WIDE WORLD OF SPORTS, INC., a Delaware Corporation

Merging into:

WALT DISNEY WORLD HOSPITALITY & RECREATION CORPORATION

☐ Profit

☐ NonProfit

☐ Amendment

☒ Merger

☐ Foreign

☐ Dissolution/Withdrawal

☐ Mark

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☐ Limited Partnership

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ARTICLES OF MERGER
Merger Sheet

MERGING:

DISNEY'S WIDE WORLD OF SPORTS, INC., a Florida corporation 821481

INTO

WALT DISNEY WORLD HOSPITALITY & RECREATION CORPORATION, a
Florida entity, P97000071478

File date: September 28, 1999, effective September 30, 1999

Corporate Specialist: Annette Ramsey

EFFECTIVE DATE
9/30/99

ARTICLES OF MERGER

OF

DISNEY'S WIDE WORLD OF SPORTS, INC. a Delaware corporation

WITH AND INTO

WALT DISNEY WORLD HOSPITALITY & RECREATION CORPORATION,
a Florida corporation

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned corporations, pursuant to Section 607.1107 of the Florida Business Corporation Act, hereby execute the following Articles of Merger.

FIRST: Walt Disney World Hospitality & Recreation Corporation is the surviving corporation (the "Surviving Corporation") and is a corporation duly organized and existing under the laws of the state of Florida.

SECOND: Disney's Wide World of Sports, Inc. is the merging corporation (the "Merging Corporation") and is a corporation duly organized and existing under the laws of the state of Delaware.

THIRD: The laws of the state under which the Merging Corporation is organized permit such merger and such Merging Corporation is complying with those laws in effecting the merger.

FOURTH: The Agreement and Plan of Merger is attached hereto as Annex 1.

FIFTH: The merger shall become effective at 11:59 p.m. E.D.T. on the 30th day of September 1999.

SIXTH: The Agreement and Plan of Merger was adopted by the Board of Directors of the Surviving Corporation on September 24, 1999 and shareholder approval was not required.

SEVENTH: The Agreement and Plan of Merger was adopted by the Board of Directors and the shareholders of the Merging Corporation on September 24, 1999.

Signed this 27th day of September, 1999.

WALT DISNEY WORLD HOSPITALITY &
RECREATION CORPORATION

DISNEY'S WIDE WORLD OF SPORTS, INC.

By: 

Lee Schmudde
Vice President

Its:

By: 

Jeffrey H. Smith
Vice President

Its:

Annex 1

AGREEMENT AND PLAN OF MERGER

BY AND BETWEEN

DISNEY'S WIDE WORLD OF SPORTS, INC., a Delaware corporation

AND

**WALT DISNEY WORLD HOSPITALITY & RECREATION CORPORATION,
a Florida corporation**

This Agreement and Plan of Merger (the "Agreement") is entered into as of the 24th day of September, 1999, pursuant to Section 252 of the General Corporation Law of the State of Delaware, and pursuant to Section 607.1107 of the Florida Business Corporation Act, by and between Disney's Wide World of Sports, Inc., a Delaware corporation and Walt Disney World Hospitality & Recreation Corporation, a Florida corporation.

WITNESSETH:

WHEREAS, Disney's Wide World of Sports, Inc. is a corporation duly organized and existing under the laws of the State of Delaware (the "Merging Corporation"); and

WHEREAS, Walt Disney World Hospitality & Recreation Corporation (the "Surviving Corporation") is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, the respective Boards of Directors of the Merging Corporation and the Surviving Corporation have determined that it is advisable and to the mutual advantage of said corporations that the Merging Corporation merge with and into the Surviving Corporation upon the terms and conditions herein provided; and

WHEREAS, such merger is being consummated in order to recognize certain financial and administrative efficiencies and is intended to be treated as a tax-free transaction governed by Internal Revenue Code Section 368(a); and

WHEREAS, the Board of Directors of the Merging Corporation has approved and adopted this Agreement and has directed that this Agreement be submitted to a vote of the shareholders of the Merging Corporation.

NOW THEREFORE, in consideration of the mutual covenants, warranties, agreements and provisions set forth herein, the parties agree as follows:

FIRST: The Merging Corporation shall be merged into the Surviving Corporation (the "Merger"). The Surviving Corporation shall continue its corporate existence under the laws of the State of Florida.

SECOND: The Articles of Incorporation of the Surviving Corporation in effect immediately prior to the effective date of the Merger shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

THIRD: Each share of the common stock of the Surviving Corporation issued and outstanding on the effective date of the Merger shall remain issued and outstanding.

FOURTH: Each share of the common stock of the Merging Corporation issued and outstanding on the effective date of the Merger, and all rights in respect thereto, shall be canceled and no shares of the Surviving Corporation shall be issued in exchange therefor.

FIFTH: The terms and conditions of the Merger are as follows:

(1) The Bylaws of the Surviving Corporation in effect immediately prior to the effective date shall be and remain the bylaws of the Surviving Corporation until the same shall be altered, amended and/or repealed as therein provided.

(2) The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of shareholders and until their successors shall have been elected and qualified.

(3) Upon the Merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets, rights and interests of every kind and description of the Merging Corporation shall be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed.

(4) The Merging Corporation shall from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, execute and deliver or cause to be executed and delivered all such deeds and instruments and take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind of the Merging Corporation acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof, and the proper officers and directors of the Merging Corporation and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Merging Corporation or otherwise to take any and all such action.

(5) The effect of the Merger is as prescribed by law.

(6) The Merger shall become effective at 11:59 p.m. E.D.T. on the 30th day of September 1999.

SIXTH: At any time before or after approval and adoption by the shareholders of each of the Merging Corporation and the Surviving Corporation and prior to the effective date of the Merger, the Agreement may be amended in any manner permitted under applicable law as may be determined in the judgment of the respective Boards of Directors of the Merging Corporation and the Surviving Corporation to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purposes and intent of the Agreement; provided, however, that such amendment may not, in the judgment of the Board of Directors of the Merging Corporation, materially adversely affect the rights and interests of the shareholders of the Merging Corporation.

SEVENTH: At any time before the effective date of the Merger, the Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either the Merging Corporation or the Surviving Corporation or both, notwithstanding approval of the Agreement by the shareholders of either the Merging Corporation or the Surviving Corporation or both.

EIGHTH: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

DISNEY'S WIDE WORLD OF SPORTS, INC.


By: Jeffrey H. Smith
Its: Vice President

WALT DISNEY WORLD HOSPITALITY &
RECREATION CORPORATION


By: Lee Schmudde
Its: Vice President