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MERGER OR SHARE EXCHANGE

FBA II, INC.

Certificate of Status	0
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Merger

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FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

July 20, 2004

FBA II, INC.  
601 BISCAYNE BLVD.  
C/O RAQUEL LIEMAN  
MIAMI, FL 33132

SUBJECT: FBA II, INC.  
REF: F97000000128

PLEASE GIVE ORIGINAL SUBMISSION  
DATE AS FILE DATE.

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

The merger should include 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.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6906.

Darlene Connell  
Document Specialist

FAX Aud. #: H04000149597  
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EXECUTION COPY

**ARTICLES OF MERGER**

*of*

**FLORIDA BASKETBALL ASSOCIATES, INC.,**

*a Florida corporation,*

*into*

**FBA II, INC.,**

*a Delaware corporation*

**Pursuant to F.S.A. Sections 610.1101, 607.1103  
607.1105, 607.1106 and 607.1107**

***of the Florida Business Corporation Act***

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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A. The undersigned corporations have adopted the following plan of merger:

1. The names of the corporations which are parties to the merger are Florida Basketball Associates, Inc., a Florida corporation ("FBA"), and FBA II, Inc., a Delaware corporation ("FBA II"), which latter corporation will be the surviving corporation in the merger. The name of the surviving corporation will be "FBA II, Inc."

2. The terms and conditions of the proposed merger are as follows: Upon the filing of a Certificate of Merger with the Secretary of State of the State of Delaware and Articles of Merger with the Department of State of the State of Florida, and upon the fulfillment of any other requirements imposed by the laws of the State of Delaware or the State of Florida, or both, FBA shall be merged with and into FBA II, and FBA II shall be the surviving corporation. The Agreement and Plan of Merger is attached.

3. No changes in the articles of incorporation of the surviving corporation are to be effected by the merger.

4. The merger is permitted by the laws of the State of Delaware, the jurisdiction of incorporation of the constituent foreign corporation, and is in compliance with the laws thereof.

5. The plan of merger was approved by the sole shareholder of FBA, without a meeting by unanimous written consent, dated July 19, 2004, to the adoption of resolutions authorizing the plan, in accordance with § 607.0704. The plan of merger was approved by the board of directors of FBA II on July 15, 2004 and shareholder approval was not required.

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6. The effective time of the merger shall be when a Certificate of Merger is duly filed with the Secretary of State of the State of Delaware.

FLORIDA BASKETBALL ASSOCIATES, INC.

By: 

Name: Samuel D. Schulman

Title: Vice President and Treasurer

FBA II, INC.

By: 

Name: Samuel D. Schulman

Title: Vice President and Treasurer

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## EXECUTION COPY

## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of July \_\_, 2004 (this "Agreement"), by and between FBA II, Inc., a Delaware corporation ("FBA II"), and Florida Basketball Associates, Inc., a Florida corporation ("FBA").

WHEREAS, Micky Arison 1997 Holdings Trust is the sole shareholder of each of FBA II and FBA;

WHEREAS, the Board of Directors of FBA II and the Board of Directors of FBA have approved and declared advisable this Agreement and the merger of FBA with and into FBA II pursuant to the applicable provisions of the Delaware General Corporation Law (the "DGCL") and the applicable provisions of the Florida Business Corporation Act (the "FBCA") upon the terms and conditions hereinafter set forth; and

WHEREAS, for federal income tax purposes, it is intended that the Merger, as defined herein, shall qualify as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended (including any successor code), and the rules and regulations promulgated thereunder (the "Code").

NOW, THEREFORE, in consideration of the premises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I

## THE MERGER

Section 1.1 The Merger. FBA shall merge with and into FBA II (the "Merger"). FBA II shall be the surviving corporation in the Merger (the "Surviving Corporation"), and at the Effective Time (as defined in Section 1.2 herein), the separate existence of FBA shall cease. The corporate existence of FBA II, with its purposes, powers and objects, shall continue unaffected and unimpaired by the Merger, and as the Surviving Corporation it shall succeed to all rights, assets, liabilities and obligations of FBA as and to the extent provided in Section 259 of the DGCL.

Section 1.2 The Effective Time. The Merger shall become effective (the "Effective Time") upon the filing of articles of merger, substantially in the form attached hereto as Exhibit A, executed by FBA with the Department of State of the State of Florida pursuant to Section 607.1105 of the FBCA, and by the filing of a certificate of merger, substantially in the form attached hereto as Exhibit B, by FBA II with the Secretary of State of the State of Delaware, in accordance with the applicable provisions of the DGCL.

Section 1.3 Certificate of Incorporation. The Certificate of Incorporation of FBA II as of the Effective Time shall become the Certificate of

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Incorporation of the Surviving Corporation and shall be the Certificate of Incorporation of the Surviving Corporation after the Effective Time until duly amended.

Section 1.4 By-Laws. The By-Laws of FBA II as of the Effective Time shall become the By-Laws of the Surviving Corporation and shall be the By-Laws of the Surviving Corporation after the Effective Time until duly amended.

Section 1.5 Officers and Directors. At the Effective Time, the directors and officers of FBA II immediately prior to the Effective Time shall be and constitute the directors and officers of the Surviving Corporation until their successors shall have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Certificate of Incorporation and By-Laws.

## ARTICLE II

### TREATMENT OF EQUITY INTERESTS

Section 2.1 Effect of the Merger on Capital Stock. All of the capital stock of FBA outstanding prior to the Effective Time shall, by virtue of the Merger, be automatically canceled and cease to exist at the Effective Time, without any conversion thereof or payment therefor. Each share of capital stock of FBA II outstanding immediately prior to the Effective Time shall, by virtue of the Merger, be automatically converted at the Effective Time into one validly issued, fully paid and non-assessable share of capital stock of the Surviving Corporation with identical rights, privileges and preferences.

## ARTICLE III

### REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of FBA II. FBA II hereby represents and warrants to FBA that FBA II: (i) is a corporation duly organized, validly existing and in good standing in its jurisdiction of incorporation; (ii) has obtained the approval of its board of directors to execute and deliver this Agreement and effect the Merger; (iii) has full power and authority to execute, deliver and perform its obligations under this Agreement; and (iv) has adopted and approved this Agreement in accordance with the DGCL.

Section 3.2 Representations and Warranties of FBA. FBA hereby represents and warrants to FBA II that FBA: (i) is a corporation duly organized, validly existing and in good standing in its jurisdiction of incorporation; (ii) has obtained the approval of its board of directors and shareholder to execute and deliver this Agreement and effect the Merger; (iii) has full power and authority to execute, deliver and perform this Agreement; and (iv) has adopted and approved this Agreement in accordance with the FBCA.

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## ARTICLE IV

### MISCELLANEOUS PROVISIONS

**Section 4.1 Plan of Reorganization.** This Agreement is intended to constitute a "plan of reorganization" within the meaning of Section 1.368-2(g) of the income tax regulations promulgated under the Code. From and after the date of this Agreement and until the Effective Time, each party to this Agreement shall use its reasonable best efforts to cause the Merger to qualify, and shall not, without the prior written consent of the parties to this Agreement, knowingly take any actions or cause any actions to be taken which could prevent the Merger from qualifying, as a reorganization under the provisions of Section 368(a) of the Code. Following the Effective Time, and consistent with any such consent, neither FBA or FBA II, nor any of their affiliates (if any from time to time), shall knowingly take any action or cause any action to be taken which would cause the Merger to fail to so qualify as a reorganization under Section 368(a) of the Code.

**Section 4.2 Certification.** Pursuant to Section 252 of the DGCL, either of the secretary or assistant secretary of FBA II shall duly execute the certificate attached hereto as Exhibit C, at any time prior to the Effective Time.

**Section 4.3 Amendment.** To the fullest extent permitted by applicable law, this Agreement may be amended by an instrument in writing signed by both FBA II and FBA at any time prior to the Effective Time notwithstanding anything herein to the contrary.

**Section 4.4 Governing Law.** This Agreement shall be governed and construed under and in accordance with the laws of the State of Delaware, without giving effect to choice of law principles.

**Section 4.5 Termination.** This Agreement may be terminated by an instrument in writing signed by both FBA II and FBA, and the Merger herein provided for may be abandoned, at any time prior to the Effective Time.

**Section 4.6 Counterparts.** This Agreement may be executed and delivered (including by facsimile transmission) in separate counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts when taken together shall constitute but one and the same instrument.

*[Remainder of page intentionally left blank]*

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IN WITNESS WHEREOF, this Agreement has been duly executed,  
certified and delivered by a duly authorized officer of each party hereto as of the date first  
written above.

FLORIDA BASKETBALL ASSOCIATES, INC.

By: 

Name: Samuel D. Schulman

Title: Vice President and Treasurer

FBA II, INC.

By: 

Name: Samuel D. Schulman

Title: Vice President and Treasurer

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**Section A**

**[Articles of Incorporation]**

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**Exhibit B**

**[Certificate of Mergers]**

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EXECUTION COPY

**CERTIFICATE OF MERGER**  
**OF**  
**FLORIDA BASKETBALL ASSOCIATES, INC.**  
**INTO**  
**FBA II, INC.**

Pursuant to Section 252 of the Delaware General Corporation Law, the undersigned surviving company has executed this Certificate of Merger:

It is hereby certified that:

1. The constituent business corporations which are to merge are:
  - (i) Florida Basketball Associates, Inc., a Florida corporation; and
  - (ii) FBA II, Inc., a Delaware corporation.
2. An Agreement and Plan of Merger (the "Merger Agreement") has been approved, adopted, acknowledged, certified and executed by each of Florida Basketball Associates, Inc. and FBA II, Inc., in accordance with the provisions of Section 252 of the Delaware General Corporation Law and in accordance with the applicable provisions of the Florida Business Corporation Act.
3. The name of the surviving corporation is FBA II, Inc. (the "Surviving Corporation").
4. The Certificate of Incorporation of FBA II, Inc. in effect immediately prior to the Effective Date shall be identical to the Certificate of Incorporation of the Surviving Corporation on the Effective Date.
5. The executed Merger Agreement is on file at an office of the Surviving Corporation, which is located at American Airlines Arena, 601 Biscayne Boulevard, Miami, Florida 33132.
6. A copy of the Merger Agreement will be furnished by the Surviving Corporation, upon request and at no charge, to any stockholder of Florida Basketball Associates, Inc. or FBA II, Inc.

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IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of this \_\_\_\_ day of July, 2004 by an authorized officer of the Surviving Corporation and is being filed in accordance with Section 252 of the Delaware General Corporation Law.

FBA II, INC.

By: 

Name: Samuel D. Schulman

Title: Vice President and Treasurer

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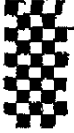


Exhibit C

**CERTIFICATE OF SECRETARY OR ASSISTANT SECRETARY  
OF FBA II, INC.**

*The undersigned, being the Secretary or Assistant Secretary of FBA II, Inc. does hereby certify, as of the date first written above, that: (i) this Agreement has been duly adopted pursuant to Section 251(f) of the DGCL, without any vote of the stockholders of FBA II, Inc.; (ii) this Agreement does not amend in any respect the Certificate of Incorporation of FBA II, Inc.; (iii) each share of capital stock of FBA II, Inc. outstanding immediately prior to the Effective Time is to be converted into a share of capital stock of the Surviving Corporation with identical rights, privileges and preferences at the Effective Time; and (iv) no shares of common stock of the Surviving Corporation and no shares, securities or obligations convertible into such stock are to be issued or delivered under this Agreement.*

FBA II, INC.

By: 

Name:

Title:

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