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(Requestor's Name)

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(City/State/Zip/Phone #)

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PICK-UP

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MAIL

(Business Entity Name)

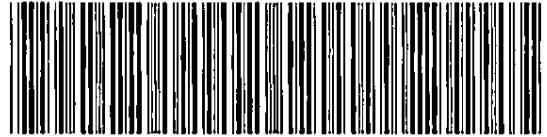
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Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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800329934558

2019 MAY 31 AM 9:19

FILED

RECEIVED  
19 MAY 31 PM 4:10  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

C. GOLDEN

JUN - 5 2019

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 787472 4305026

AUTHORIZATION : 

COST LIMIT : \$ 70.00

-----  
ORDER DATE : May 31, 2019

ORDER TIME : 2:47 PM

ORDER NO. : 787472-070

CUSTOMER NO: 4305026  
-----

ARTICLES OF MERGER

SONESTA COCONUT GROVE INC.

INTO

SONESTA INTERNATIONAL HOTELS  
CORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_\_ CERTIFIED COPY  
XX \_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Roxanne Turner

EXAMINER'S INITIALS: \_\_\_\_\_

## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Sonesta International Hotels Corporation  
\_\_\_\_\_  
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Chris Connell

\_\_\_\_\_  
Contact Person

Sullivan & Worcester LLP

\_\_\_\_\_  
Firm/Company

One Post Office Square

\_\_\_\_\_  
Address

Boston, MA 02109

\_\_\_\_\_  
City/State and Zip Code

cconnell@sandw.com

\_\_\_\_\_  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Shu Wei

\_\_\_\_\_  
Name of Contact Person

At ( 617 ) 338-2973  
\_\_\_\_\_  
Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314



**RESUBMIT**

Please give original  
submission date as file date.

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

June 3, 2019

CORPORATION SERVICE COMPANY

SUBJECT: SONESTA COCONUT GROVE, INC.  
Ref. Number: H01338

We have received your document for SONESTA COCONUT GROVE, INC. and the authorization to debit your account in the amount of \$. However, the document has not been filed and is being returned for the following:

Please verify the document number for the surviving corporation and list the complete name of the surviving corporation on the signature page.

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) 245-6050.

Claretha Golden  
Regulatory Specialist II

Letter Number: 519A00010972

RECEIVED  
19 JUN -4 PM 1:43  
FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

CG

# ARTICLES OF MERGER

(Profit Corporations)

FILED

2019 MAY 31 AM 9:19

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

FILED  
MAY 31 2019  
TALLAHASSEE, FL

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Sonesta International Hotels Corporation	Maryland	F12000000887

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Sonesta Coconut Grove, Inc.	Florida	H01338

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR** \_\_\_\_/\_\_\_\_/\_\_\_\_ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on May 31, 2019.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on May 31, 2019.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or  
Director

Typed or Printed Name of Individual & Title

Sonesta International Hotels Corporation

Carlos Flores, President and Chief Executive Officer

Sonesta Coconut Grove, Inc.

Matthew P. Jordan, President

## **AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of May 31, 2019 between Sonesta International Hotels Corporation, a Maryland corporation ( "Sonesta"), and Sonesta Coconut Grove, Inc., a Florida corporation (the "Merging Entity"). The parties hereto desire that the Merging Entity be merged into and with Sonesta.

In consideration of the mutual promises and covenants contained in this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE I PRELIMINARY ACTIONS**

1.1 Preliminary Actions. The Board of Directors of each of Sonesta and the Merging Entity have approved the execution and delivery of this Agreement and the transactions described herein.

### **ARTICLE II THE MERGER; EFFECTIVE TIME**

2.1 The Merger. At the Effective Time, the Merging Entity shall be merged with and into Sonesta (the "Merger") and the separate existence of the Merging Entity shall thereupon cease. Sonesta shall be the surviving entity in the Merger (the "Surviving Entity") and shall continue to be a corporation governed by the laws of the State of Maryland, and the separate existence of Sonesta with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in the Maryland General Corporation Law, as amended (the "MGCL").

2.2 Filings. The authorized officers, employees or agents of Sonesta and the Merging Entity shall take all actions as may be required for accomplishing the Merger, including without limitation, signing articles of merger or other required documents and filing such articles of merger with the Florida Department of State, the Maryland State Department of Assessments and Taxation (the "SDAT") and/or other appropriate authorities.

2.3 Effective Time. The Merger shall become effective upon the filing of articles of merger with the SDAT, in accordance with the relevant provisions of the MGCL (the "Effective Time").

2.4 Articles of Incorporation and Bylaws. The articles of incorporation and amended and restated bylaws of Sonesta in effect immediately prior to the Effective Time shall be the articles of incorporation and bylaws of the Surviving Entity, until duly amended in accordance with the terms thereof and the MGCL.

2.5 Directors. The directors of Sonesta immediately prior to the Effective Time shall be the directors of the Surviving Entity immediately after the Effective Time, each to hold the office of a director of the Surviving Entity in accordance with the provisions of the MGCL and the articles of incorporation and the bylaws of the Surviving Entity until their successors have been duly elected and qualified.

2.6 Officers. The officers of Sonesta immediately prior to the Effective Time shall be the officers of the Surviving Entity immediately after the Effective Time, each to hold office in

accordance with the provisions of the MGCL and the bylaws of the Surviving Entity until their successors are duly elected and qualified.

2.7 Equity Interest of the Merging Entity. At the Effective Time, by virtue of the Merger and without any action on the part of Sonesta, the Merging Entity or any other person, each share of stock of the Merging Entity issued and outstanding immediately prior to the Effective Time shall cease to be outstanding and shall be canceled without payment of any consideration therefor, and any and all rights with respect to such shares of stock shall cease and terminate.

2.8 Equity Interest of Sonesta. The shares of stock of Sonesta issued and outstanding immediately prior to the Effective Time shall, at the Effective Time, remain issued and outstanding as the shares of stock of the Surviving Entity.

### **ARTICLE III TERMINATION**

3.1 Termination. Subject to applicable law, this Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by mutual agreement of the parties hereto.

3.2 Effect of Termination and Abandonment. In the event of termination of this Agreement and abandonment of the Merger pursuant to this Article III, no party hereto (nor any stockholder, director, trustee or officer of any party hereto) shall have any liability or further obligation to any other party hereto.

### **ARTICLE IV MISCELLANEOUS AND GENERAL**

4.1 Modification or Amendment. Subject to applicable law, this Agreement may be modified or amended at any time prior to the Effective Time by mutual agreement of the parties hereto.

4.2 Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

4.3 Further Assurances. The parties hereto agree to execute and deliver such deeds, agreements, instruments, notices or other documents as are reasonably required to carry out the intent and purpose of this Agreement.

4.4 Governing Law. The Merger and this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

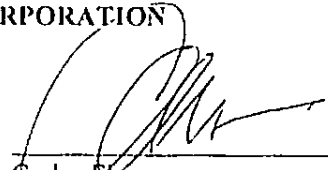
[Signature page follows]



IN WITNESS WHEREOF, this Agreement has been executed and delivered by the duly authorized officers of the parties on the date first above written.

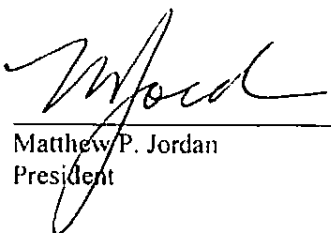
**SONESTA INTERNATIONAL HOTELS  
CORPORATION**

By: \_\_\_\_\_

  
Carlos Flores  
President and Chief Executive Officer

**SONESTA COCONUT GROVE, INC.**

By: \_\_\_\_\_

  
Matthew P. Jordan  
President