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CORPORATION(S) NAME

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Merger

Wire Brickell One, Unk.

☐ Profit

☐ NonProfit

☐ Amendment

☒ Merger

☐ Foreign

☐ Dissolution/Withdrawal

☐ Limited Liability Company

☐ Limited Partnership

☐ Annual Report

☐ Other

☐ Reinstatement

☐ Name Registration

☐ Change of R.A.

☐ Fictitious Name

☐ UCC-1 Financing Statement

☐ UCC-3 Filing

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2/26

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

SWIRE BRICKELL ONE INC., a Florida corporation H54201
,

INTO

SWIRE BRICKELL ONE INC.. a Delaware corporation not qualified in Florida

File date: February 26, 1999

Corporate Specialist: Annette Ramsey

STATE OF FLORIDA
ARTICLES OF MERGER

OF

SWIRE BRICKELL ONE INC,
a Florida corporation,

WITH AND INTO

SWIRE BRICKELL ONE INC,
a Delaware corporation

FILED
99 FEB 26 PM 2:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Sections 607.1104, 607.1105 and 607.1107 of the Florida Business Corporation Act (the "Act"), the undersigned companies adopt the following Articles of Merger:

FIRST: The plan of merger is set forth in the Agreement and Plan of Merger, dated as of February 26, 1999 (the "Plan of Merger"), by and among Swire Pacific Holdings Inc., a Delaware corporation ("Parent"), Swire Brickell One Inc, a Florida corporation and a wholly-owned subsidiary of Parent ("S-F"), and Swire Brickell One Inc, a Delaware corporation and a wholly-owned subsidiary of Parent ("S-D"), with S-F merging with and into S-D and S-D being the surviving corporation. An executed copy of the Plan of Merger is attached hereto as Exhibit A and made a part hereof.

SECOND: The effective time and date of the merger contemplated hereby shall be the date that these Articles of Merger are filed with the Secretary of State of the State of Florida.

THIRD: The Plan of Merger was approved and adopted by the Board of Directors of each of Parent, S-F, and S-D on February 26, 1999.

FOURTH: Approval of the Plan of Merger by the shareholders of Parent, the Parent being the sole shareholder of both S-F and S-D, is not required pursuant to Section 607.1104 of the Act.

IN WITNESS WHEREOF, each of the undersigned companies has caused these Articles of Merger to be executed on its behalf by its duly authorized officers as of this 26th day of February, 1999.

(signatures on following page)

SWIRE PACIFIC HOLDINGS INC.,
a Delaware corporation

By:
Name: Stephen L. Owens
Title: Vice President

SWIRE BRICKELL ONE INC,
a Florida corporation

By:
Name: Stephen L. Owens
Title: President

SWIRE BRICKELL ONE INC,
a Delaware corporation

By:
Name: Stephen L. Owens
Title: President

EXHIBIT A**AGREEMENT AND
PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER was entered into as of this 26th day of February, 1999, by and among **SWIRE PACIFIC HOLDINGS INC.**, a Delaware corporation ("Parent"), **SWIRE BRICKELL ONE INC.**, a Florida corporation ("Swire-Florida"), and **SWIRE BRICKELL ONE INC.**, a Delaware corporation ("Swire-Delaware"), and sometimes together with Swire-Florida, collectively, the "Constituent Corporations").

WITNESSETH:

WHEREAS, as of and effective at the time that the Articles of Merger (as defined herein) are filed with the Secretary of State of the State of Florida and the Certificate of Merger (as defined herein) is filed with the Secretary of State of the State of Delaware, Parent was the record and beneficial owner of all of the issued and outstanding capital stock, par value \$1.00 per share, of Swire-Delaware (the "Swire-Delaware Common Stock"), and of all the issued and outstanding capital stock, par value \$1.00 per share, of Swire-Florida (the "Swire-Florida Common Stock"); and

WHEREAS, Parent, as the parent company of Swire-Florida and Swire-Delaware, desires to merge Swire-Florida with and into Swire-Delaware, with Swire-Delaware being the surviving corporation (the "Merger") on the terms and subject to the conditions set forth in this Agreement and Plan of Merger (the "Plan"); and

WHEREAS, the Board of Directors of Parent and the respective Boards of Directors of Swire-Delaware and of Swire-Florida have determined that it is advisable and in the best interests of the stockholders of Parent, that Swire-Florida be merged with and into Swire-Delaware, on the terms and conditions set forth herein, in accordance with Section 607.1104 of the Florida Business Corporation Act (the "Act") and Section 252 of Delaware Law (as defined herein).

NOW, THEREFORE, Parent and the Constituent Corporations, as parties to this Plan, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby agree, as of the Effective Time (as further defined herein), as follows:

1. **THE MERGER.** At the Effective Time and in accordance with the provisions of this Plan, the Articles of Merger, as required by the Act (the "Articles of Merger"), and the Certificate of Merger (the "Certificate of Merger"), as required by Delaware General Corporation Law ("Delaware Law"), Swire-Florida shall be merged with and into Swire-Delaware and the separate existence of Swire-Florida shall cease. Swire-Delaware shall be the surviving corporation in the Merger and shall continue its corporate existence under the laws of the State of Delaware under its current name, as a wholly-owned subsidiary of Parent (Swire-Delaware, in such capacity, being hereinafter sometimes referred to as the "Surviving Corporation").

2. **EFFECTIVE TIME OF THE MERGER.** Simultaneously with or as soon as practicable after the execution of this Plan, Parent, Swire-Delaware and Swire-Florida will execute, or Parent will cause Swire-Delaware and Swire-Florida to execute, the appropriate Articles of

Merger and the Certificate of Merger, and shall file or cause to be filed such Articles of Merger with the Secretary of State of the State of Florida and such Certificate of Merger with the Secretary of State of the State of Delaware, and the Merger shall become effective at such time (the "Effective Time").

3. **EFFECT OF MERGER.** At the Effective Time, (a) the Surviving Corporation shall own and possess all assets and property of every kind and description, and every interest therein, wherever located, and all rights, privileges, immunities, power, franchises and authority of a public as well as a private nature, of the Constituent Corporations, and all obligations owed to, belonging to or due to each of the Constituent Corporations, all of which shall be vested in the Surviving Corporation pursuant to the Act without further act or deed, and (b) the Surviving Corporation shall be liable for all claims, liabilities and obligations of the Constituent Corporations, all of which shall become and remain obligations of the Surviving Corporation pursuant to the Act and Delaware Law without further act or deed.

4. **SURVIVING CORPORATION.** At the Effective Time, the Certificate of Incorporation and Bylaws of Swire-Delaware shall be the Certificate of Incorporation and Bylaws of the Surviving Corporation as in effect immediately prior to the Effective Time, unless amended or repealed in accordance with Delaware Law.

5. **STATUS AND CONVERSION OF COMMON STOCK.** At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any shares of common stock of either of the Constituent Corporations, each of the shares of Swire-Florida Common Stock issued and outstanding at the Effective Time shall be converted into, exchanged for and become one (1) validly issued, fully paid and non-assessable share of Swire-Delaware Common Stock, and each holder of an outstanding certificate nominally representing shares of Swire-Florida Common Stock, if any, shall for all purposes be deemed to own a like number of shares of Swire-Delaware Common Stock. Each holder of such certificates may surrender the same to Swire-Delaware and each such holder shall be entitled upon such surrender to receive a like number of shares of Swire-Delaware Common Stock on the basis provided herein. Until surrendered, the outstanding shares of Swire-Florida Common Stock to be converted into the Swire-Delaware Common Stock, as provided herein, may be treated by Swire-Delaware for all corporate purposes as evidencing the ownership of shares of Swire-Delaware Common Stock as though said surrender and exchange had taken place. Also at the Effective Time, all shares of Swire-Florida Common Stock that shall then be held by Swire-Florida in its treasury shall cease to exist and all certificates representing such shares shall be canceled and no cash or securities or other property shall be issued in the Merger in respect thereof.

6. **CLOSING OF SWIRE-FLORIDA'S TRANSFER BOOKS.** At the Effective Time, the stock transfer books of Swire-Florida shall be closed and no transfer of shares of Swire-Florida which were outstanding immediately prior to the Effective Time shall thereafter be made. If, after the Effective Time, subject to the terms and conditions of this Plan, certificates formerly representing Swire-Florida Common Stock are presented to the Surviving Corporation, they shall be canceled and exchanged for common stock of the Surviving Corporation in accordance with this Plan.

7. **DISSENTERS' RIGHTS.** Except for the applicability of Section 607.1104(1)(a) of the Act and Section 253 of Delaware Law, which provides that a vote of the respective shareholders or stockholders of Swire-Delaware and of Swire-Florida, as subsidiary corporations of Parent, is not required to approve the Merger, any holder of Swire-Florida Common Stock who would be entitled to vote on the Merger and who wishes to dissent is entitled, if the shareholder or stockholder complies with the provisions of the Act and/or Delaware Law regarding the rights of dissenting shareholders and/or stockholders, to be paid the fair value of such shareholder's and/or stockholder's shares.
8. **FURTHER ASSURANCES.** From time to time, from and after the date hereof, the parties will execute and deliver to one another any and all further agreements, instruments, certificates and other documents as may be requested by the other party in order to more fully consummate the transactions contemplated hereby, and to effect an orderly transition of the ownership and operations of the business of Swire-Florida to the Surviving Corporation.
9. **COSTS AND EXPENSES.** Parent shall pay all costs and expenses of accomplishing the Merger.
10. **TERMINATION.** If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of Parent, this Plan may be terminated at any time before the Effective Time by resolution of the Board of Directors of Parent. Upon termination as provided in this Plan, this Plan shall be void and of no further force or effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of Parent, Swire-Delaware or Swire-Florida, or their directors, officers, employees, agents, shareholders or stockholders.
11. **ENTIRE AGREEMENT.** This Plan and the other agreements and instruments referred to herein constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede all prior agreements or understandings as to such subject matter.
12. **AMENDMENTS AND MODIFICATIONS.** At any time before the filing with the Secretary of State of the State of Florida of the Articles of Merger and with the Secretary of the State of the State of Delaware, to be filed in connection with this Plan, the Board of Directors of Parent may amend this Plan. If the Articles of Merger or the Certificate of Merger already have been filed with the respective Secretary of State, amended Articles of Merger or Certificate of Merger, if any, shall be filed with the respective Secretary of State, but only if such amended Articles of Merger or Certificate of Merger can be filed before the Effective Time.
13. **HEADINGS.** The headings contained in this Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of this Plan.
14. **GOVERNING LAW.** Except as expressly set forth in the Act concerning the Merger, this Plan shall be construed and interpreted, and the rights granted herein governed, in accordance with the laws of the State of Delaware applicable to contracts made and to be performed wholly within such State, without giving effect to the principles of conflict of law.

IN WITNESS WHEREOF, the parties hereto, pursuant to the approval and authority duly given by resolution adopted by their respective Boards of Directors, have caused this Agreement and Plan of Merger to be executed by its duly authorized officers as of the date first written above.

SWIRE PACIFIC HOLDINGS INC.

a Delaware corporation

By: HL

Name: Stephen L. Owens

Title: Vice President

SWIRE BRICKELL ONE INC

a Florida corporation

By: M-L

Name: Stephen L. Owens

Title: President

SWIRE BRICKELL ONE INC

a Delaware corporation

By: 17.2

Name: Stephen L. Owens

Title: President