

503775

Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE

Stockton Plaza, Incorporated

Certificate of Status	0
Certified Copy	0
Page Count	14
Estimated Charge	\$70.00

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17 OCT -9 AM 10:03

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Merger

OCT 10 2017
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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Stockton Plaza, Incorporated

Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Aisling DeSola

Contact Person

JPMorgan Chase Bank, National Association

Firm/Company

4 Chase Metrotech Center, Floor 22

Address

Brooklyn, New York 11245

City/State and Zip Code

aisling.desola@jpmchase.com

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

For further information concerning this matter, please call:

Aisling DeSola

Name of Contact Person

At (718)

242-4593

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

ARTICLES OF MERGER

(Profit Corporations)

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

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Stockton Plaza, Incorporated	Florida	J 03775

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Easton Phase I SPE Corp.	Delaware	

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 October 3, 2017.

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 October 3, 2017.

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)

FILED
 2017 OCT -9 AM 8:22
 CLERK OF THE COURT
 1000 N. GULF BLVD.
 SUITE 1000
 TAMPA, FL 33601

[illegible]

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Third: The terms and conditions of the merger are as follows:

Fourth: 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 are as follows:

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

PLAN OF MERGER
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

<u>Name</u>	<u>Jurisdiction</u>
_____	_____

The name and jurisdiction of each subsidiary corporation:

<u>Name</u>	<u>Jurisdiction</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent 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, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of October 3, 2017 (this "Agreement") is between Easton Phase I SPE Corp., a Delaware corporation ("Phase I"), and Stockton Plaza, Incorporated, a Florida corporation ("Stockton");

WHEREAS, Phase I and Stockton are wholly-owned subsidiaries of JPMorgan Chase Bank, National Association (the "Bank") and the Bank is a wholly-owned subsidiary of JPMorgan Chase & Co. ("JPMC"); and

WHEREAS, the Board of Directors of Phase I and Stockton, and the Bank, acting as sole stockholder of Phase I and the sole shareholder of Stockton, have each approved and deemed it advisable and in the mutual best interests of Phase I and Stockton to consummate the business combination provided for herein, in which Phase I will merge with and into Stockton with Stockton as the surviving entity as of the filing date with the Florida Department of State Division of Corporations (the "Merger");

NOW, THEREFORE, in consideration of the premises, the parties to this Agreement hereby agree as follows:

Article I The Merger

1.1 Agreement to Merger. The parties to this Agreement hereby agree that subject to and in accordance with the terms and conditions of this Agreement, Phase I shall be merged with and into Stockton and Stockton shall be the continuing entity.

1.2 Terms of Merger. Subject to and in accordance with the terms and conditions herein set forth, at the Effective Time (as hereinafter defined):

- (a) Phase I shall be merged with and into Stockton. Phase I shall be considered the merged entity (the "Merged Entity") and Stockton shall be the continuing entity (the "Continuing Entity");
- (b) Each share of the common stock of Phase I issued and outstanding immediately before the Effective Time shall thereupon be cancelled;
- (c) Each share of the common stock of Stockton issued and outstanding immediately before the Effective time shall thereupon represent one share of the common stock of the Continuing Entity, with the same designation as immediately before the Effective Time
- (d) The capital, surplus and undivided profits of the Continuing Entity shall consist of the combined capital, surplus and undivided profits of Phase I and Stockton immediately before the Effective Time;
- (e) The authorized capital stock of the Continuing Entity shall consist of the authorized capital stock of Stockton immediately before the Effective Time;
- (f) The issued and outstanding capital stock of the Continuing Entity shall consist of the issued and outstanding capital stock of Stockton immediately before the Effective Time;
- (g) The name of the Continuing Entity shall be "Stockton Plaza, Incorporated";
- (h) The certificate of incorporation of the Continuing Entity shall be that of Stockton in

- effect immediately before the Effective Time;
- (i) The governing documents of the Continuing Entity shall be those of Stockton in effect immediately before the Effective Time;
 - (j) The main office of the Continuing Entity shall be that of Stockton immediately before the Effective Time;
 - (k) The directors of the Continuing Entity shall be those of Stockton immediately before the Effective Time;
 - (l) The officers of the Continuing Entity shall be those of Stockton immediately before the Effective Time.

1.3 General Effect of Merger. At and after the Effective Time the identity, existence, purposes, powers, objects, franchises, privileges, rights and immunities of the Merged Entity and Continuing Entity shall continue unaffected and unimpaired in the Continuing Entity, and the corporate franchises, existence and rights of the Merged Entity shall be merged with and into the Continuing Entity. The separate existence and corporate organization of the Merged Entity shall cease at the Effective Time. At and after the Effective Time, by virtue of the Merger and without any further act, deed, conveyance or other transfer and without an order or other action on the part of any court or otherwise, the Continuing Entity shall possess all of the rights, privileges, immunities, powers and franchises, including appointments, designations and nominations, and all other rights and interests as trustee, executor, administrator, registrar or transfer agent of stocks and bonds, guardian, conservator, assignee, receiver, bailee or depository of personal property, and in every other fiduciary and/or custodial capacity, in the same manner and to the same extent as was held or enjoyed by the Merged Entity or the Continuing Entity immediately before the Effective Time.

1.4 Properties of Continuing Entity. At the Effective time, by virtue of the Merger and without any further act, deed conveyance or other transfer and without any order or other action on the part of any court or otherwise, all property, real, personal and mixed, and all debts on whatever account and all other choses in action and all and every other interest, of or belonging to, or due to, the Merged Entity shall be taken and deemed to be transferred to and vested in the Continuing Entity without further act or deed, and the title to all real estate, or any interest therein, under the laws of Delaware or any other state or the United States or any other jurisdiction, vested in the Merged Entity shall vest in the Continuing Entity. The Merged Entity shall execute all such instruments of transfer, if any, as shall be necessary under applicable law to vest all the right, title and interest of the Merged Entity in and to its assets in the Continuing Entity.

1.5 Liabilities of the Continuing Entity. The Continuing Entity at and after the Effective Time shall be responsible and liable for and assume all of the liabilities, deposits, contracts and obligations of the Merged Entity in the same manner and to the same extent as if the Continuing Entity had itself incurred the same for contracted therefore, and any claim existing or action or proceeding pending by or against the Merged Entity may be prosecuted to judgment as if such Merger had not taken place, or the Continuing Entity may be substituted in place of the Merged Entity. Neither the rights of creditors nor any liens upon the property of the Merged Entity or the Continuing Entity shall be impaired by reason of the Merger, but such liens shall be limited to the property upon which there were liens immediately prior to the Effective Time.

Article II

Closing/Termination

2.1 Conditions to Closing. The obligations of the parties to consummate the Merger are subject to the satisfaction (or to the degree permitted by applicable law, to the waiver by such parties), at or before the Effective Time, of the following conditions, if applicable:

- (a) *Regulatory Approvals.* All approvals of regulatory authorities required for the consummation of the Merger shall have been obtained, all notices to regulatory authorities required for the consummation of such Merger shall have been made, all conditions specified therein shall have been satisfied, and all waiting periods applicable thereto shall have expired.
- (b) *Consents.* All consents of third parties required for such Merger shall have been obtained.
- (c) *Public Notices.* All public notices required by applicable law to be published as a condition to consummation of such Merger shall have been duly and timely published, and all waiting periods applicable thereto shall have expired.

2.2 Closing/Effective Time. The Merger shall be consummated and closed (each a "Closing") at the offices of Stockton or at such other location as the parties may mutually agree, on such date and at such time as the parties may mutually agree (such time, the "Effective Time"). At or before the Closing, the parties to the Merger shall complete all actions required of them as conditions to Closing in Section 2.01 hereof.

2.3 Expenses. All costs and expenses of any nature incurred by any party hereto in connection with the transactions contemplated hereby shall be for the account of such party.

2.4 Termination. This Agreement may be terminated in its entirety, and the Merger abandoned in its entirety, at any time before the Effective Time, by mutual written agreement of the parties hereto.

2.5 Consents and Approvals. The parties shall cooperate in obtaining all approvals of regulatory authorities and all consents of other third parties, and in filing or publishing all notices, required for the consummation of the Merger.

Article III Miscellaneous

3.1 Notice and Payments. Any and all payments, notices, requests, instructions and other communications required or permitted to be given under this Agreement after the date hereof by any party hereto to any other party hereto may be delivered (a) personally, (b) by nationally recognized courier service, (c) by first class mail, postage prepaid, (d) by JPMC internal electronic mail, (e) by JPMC inter-office mail, (f) in the case of any payment, by wire transfer to such accounts(s) as the recipient may specify by written notice to the sender in accordance herewith, or (g) by such other means as the sender and recipient may mutually agree.

3.2 Entire Agreement. This Agreement constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement relating to the subject matter hereof and supersedes any and all other prior agreements, whether written or oral, that may exist between the parties with respect thereto. Except as otherwise specifically provided herein, no conditions, usage of trade, course of dealing and performance, understanding or agreement purporting to modify, vary, explain or supplement the terms and conditions of the Agreement shall be binding unless hereafter or contemporaneously herewith made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of documents containing terms and conditions at variance with or in addition to those set forth in this Agreement.

3.3 Waiver. The party that is entitled to the benefit thereof may waive any term or condition of this Agreement at any time. Such action shall be evidenced by a signed written notice given in the manner provided in Section 3.01 hereof. No party to this Agreement shall by any act (except by such a signed written notice) be deemed to have waived any right or remedy hereunder or to have acquiesced in any breach of any term or condition hereof. No failure to exercise, or delay in exercising, any right, power or privilege hereunder by any party hereto shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any party of any right or remedy on one occasion shall not be construed as a bar to any right or remedy that such party would otherwise have on any further occasion or to any right or remedy that any other party may have hereunder.

3.4 Counterparts. For the convenience of the parties hereto, this Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be, and shall be construed as, one and the same Agreement, and it shall not be necessary that the signatures of all the parties hereto appear on any single counterpart hereof.

3.5 Amendments. This Agreement may be modified amended or supplemented only by a written instrument signed by each party hereto, which written instrument may, however, be executed in multiple counterparts in the same manner, and with the same effect, as this Agreement.

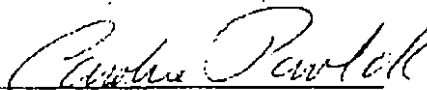
3.6 Successors and Assigns. All of the terms and covenants, representations, warranties and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective successors, representatives and permitted assigns. Nothing expressed or referred to herein is intended or shall be construed to give any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect of this Agreement, or any provision herein contained, it being the intention of the parties hereto that this Agreement, the assumption of obligations and statements of responsibilities hereunder, and all other conditions and provisions hereof are for the sole benefit of the parties to this Agreement and for the benefit of no other person. Nothing in this Agreement shall act to relieve or discharge the obligations or liability or any third party to any party to this Agreement, nor shall any provision give any third party any right of subrogation or action over or against any party to this Agreement.

3.7 Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of law doctrine.


[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers, as of the date first above written.

EASTON PHASE I SPE CORP.

By: 
Name: Caroline A. Pawlak
Title: Executive Director

STOCKTON PLAZA, INCORPORATED

By: 
Name: Caroline A. Pawlak
Title: Executive Director