

Document Number Only

J82714

C T CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, Florida 32301

City

State

Zip

Phone

CORPORATION(S) NAME

EFFECTIVE DATE
12/31/97

800002386278
-12/30/97--01065--042
*****122.50 *****122.50

FILED
97 DEC 30 PM 3:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Bavis / Bruning Homes, Inc.

inter

Bavis Homes, Inc.

☐ Profit

☐ NonProfit

☐ Limited Liability Company

☐ Foreign

☐ Amendment

☐ Dissolution/Withdrawal

☒ Mergers *Effective*
Dec. 31, 1997

☐ Mark

☐ Limited Partnership

☐ Reinstatement

☐ Limited Liability Partnership

☒ Certified Copy

☐ Annual Report

☐ Reservation

☐ Photo Copies

☐ Other

☐ Change of R.A.

☐ Fictitious Name

☐ CUS

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12-30-97

THANKS, MELANIE

Mergers

VS DEC 31 1997

CR2E031 (1-89)

J82714

ARTICLES OF MERGER
Merger Sheet

MERGING:

BOVIS/BRUNNING HOMES, INC., a Georgia corporation not qualified in Florida

INTO

BOVIS HOMES, INC., a Florida corporation, J82714

File date: December 30, 1997, effective December 31, 1997

Corporate Specialist: Velma Shepard

STATE OF FLORIDA
ARTICLES OF MERGER
OF
BOVIS/BRUNNING HOMES, INC.
(a Georgia corporation)
INTO
BOVIS HOMES, INC.
(a Florida corporation)

FILED
97 DEC 30 PM 3:31
SECRETARY OF STATE
TALLAHASSEE FLORIDA
EFFECTIVE DATE
12/31/97

Pursuant to Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations adopt the following Articles of Merger. The name of the surviving corporation, upon the effective date of merger, will be Bovis Homes, Inc. of Florida.

ADOPTION OF AGREEMENT

On the 4th day of December, 1997, the Board of Directors of BOVIS HOMES, INC., a Florida corporation, adopted the Agreement and Plan of Merger and recommended such Agreement and Plan of Merger to the sole shareholder of BOVIS HOMES, INC., for approval, and on the 4th day of December, 1997, such sole shareholder adopted the Agreement and Plan of Merger pursuant to Sections 607.1101 and 607.1103, Florida Statutes. On the 4th day of December, 1997, the Board of Directors of BOVIS/BRUNNING HOMES, INC., a Georgia corporation, adopted the Agreement and Plan of Merger and recommended such Agreement and Plan of Merger to the sole shareholder of BOVIS/BRUNNING HOMES, INC., for approval, and on the 4th day of December, 1997, such sole shareholder adopted the

Agreement and Plan of Merger pursuant to Sections 14-2-1101 and 14-2-1103 of the Georgia Business Corporation Code.

PLAN OF MERGER

The plan of merger is as set forth in the Agreement and Plan of Merger attached hereto as Exhibit A.

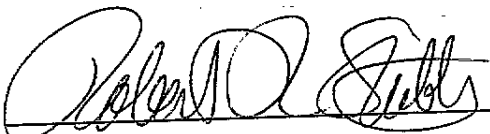
EFFECTIVE DATE

The merger of the undersigned corporations will become effective as of 12:00 p.m. on December 31, 1997.

Dated: December 4, 1997.

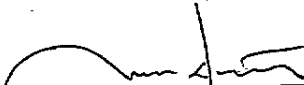
ATTEST:

Bovis Homes, Inc.,
a Florida corporation



SECRETARY

By:



Name: JOANNA KM BRIGHT
Title: CFO

(SEAL)


ATTEST:

Bovis/Brunning Homes, Inc.,
a Georgia corporation



SECRETARY

By:



Name: JOANNA KM BRIGHT
Title: CFO

(SEAL)

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Merger Agreement") is entered into as of this 4th day of December, 1997, by and between BOVIS/BRUNNING HOMES, INC., a Georgia corporation ("BBH") and a wholly-owned subsidiary of Princess Cruises, Inc., a California corporation ("Princess"), and BOVIS HOMES, INC., a Florida corporation and a wholly-owned subsidiary of BBH ("Bovis").

W I T N E S S E T H:

WHEREAS, BBH is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia, and is, as of this date, authorized to issue an aggregate of 30,000 shares of stock, consisting of 10,000 shares of voting common stock, \$1.00 par value (the "BBH Common Stock"), of which 800 shares are issued and outstanding; 15,000 shares of Series A non-voting preferred stock, \$100.00 par value (the "BBH Series A Stock"), of which 15,000 shares are issued and outstanding; and 5,000 shares of Series B non-voting preferred stock, \$1.00 par value (the "BBH Series B Stock"), of which no shares are issued and outstanding; and

WHEREAS, Bovis is a corporation duly organized and validly existing under the laws of the State of Florida, and is, as of this date, authorized to issue an aggregate of 25,000 shares of common stock, \$1.00 par value (the "Bovis Common Stock"), of which 500 shares are issued and outstanding to BBH, at par value; and

WHEREAS, the respective Boards of Directors of BBH and Bovis deem it advisable and in the best interests of such corporations that a reorganization of the corporate structure of such corporations as herein contemplated be consummated; and in accordance therewith, that BBH be merged with and into Bovis (the "Merger"), with Bovis as the surviving corporation (in its capacity as surviving corporation, Bovis is hereinafter sometimes referred to as the "Surviving Corporation"), pursuant to the provisions of the Florida Business Corporation Act (the "Florida Act") and the Georgia Business Corporation Code (the "Georgia Code"), such that Bovis shall become a wholly-owned subsidiary of Princess; and

WHEREAS, the respective Boards of Directors of each of BBH and Bovis have approved and adopted this Agreement and the merger described herein at a meeting of the Board of Directors thereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and for the purpose of prescribing the terms and conditions of the merger in such other details and provisions as are deemed necessary or advisable, the parties hereby agree as follows:

**ARTICLE I
THE MERGER**

1.1. Merger. Subject to the terms and conditions of this Merger Agreement, and in accordance with the provisions of the Florida Act and the Georgia Code, at the Effective Date (as hereinafter defined), BBH shall be merged with and into Bovis, the separate existence of BBH shall cease, Bovis shall be the Surviving Corporation and as such shall continue its existence under the laws of the State of Florida as a wholly-owned subsidiary of Princess.

1.2. Continuation of Corporate Existence. Except as may otherwise be set forth herein, the corporate existence and identity of Bovis, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the merger and the corporate existence and identity of BBH with all its purposes, powers, franchises, privileges, rights and immunities, at the Effective Date shall be merged with and into that of Bovis and the Surviving Corporation shall be vested fully therewith and the separate corporate existence and identity of BBH shall thereafter cease, except to the extent continued by statute.

1.3. Effective Date. Subject to the approval of the Merger by the requisite vote of the shareholders of each of BBH and Bovis, the Merger shall become effective as of 12:00 p.m. on December 31, 1997 (hereinbefore and hereinafter called the "Effective Date").

**ARTICLE II
NAME, ARTICLES OF INCORPORATION, BYLAWS AND
DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION**

2.1. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall continue in full force and effect and shall be the Articles of Incorporation of the Surviving Corporation.

2.2. Bylaws. The Bylaws of the Surviving Corporation in existence and as in effect immediately prior to the Effective Date shall continue in full force and effect and shall be the Bylaws of the Surviving Corporation.

2.3. Directors and Officers. The members of the Board of Directors and the officers of the Surviving Corporation shall be the persons holding such positions for Bovis immediately prior to the Effective Date, and shall continue to hold such positions until the expiration of their current terms as such, or until their earlier resignation, removal or death.

**ARTICLE III
CONVERSION AND EXCHANGE OF SHARES**

3.1. Conversion and Cancellation of Shares.

(a) As of the Effective Date, (i) each of the 800 shares of BBH Common Stock issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, become one fully paid and nonassessable share of common stock, par value \$1.00 per share, of Bovis, and (ii) each share of BBH Series A Stock issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, automatically be cancelled. Each share of BBH Common Stock held in treasury immediately prior to the Effective Date shall be cancelled by virtue of the Merger.

(b) Each share of Bovis Common Stock issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, automatically be cancelled.

3.2. Exchange. Promptly following the Effective Date of the Merger provided for herein, (a) the holder of the certificates evidencing ownership of shares of BBH Common Stock shall surrender the certificates representing such shares of BBH Common Stock to the Surviving Corporation for cancellation, and such holder, upon such cancellation, shall receive certificates representing the number of shares of common stock of the Surviving Corporation to which such Shareholder is entitled hereunder, and (b) the holder of the certificates evidencing ownership of shares of BBH Series A Stock shall surrender the certificates representing such shares of BBH Series A Stock to the Surviving Corporation for cancellation.

**ARTICLE IV
GENERAL**

4.1. Termination and Abandonment. At any time prior to the consummation of the Merger, this Merger Agreement may be terminated and the Merger abandoned by the Board of Directors of BBH.

4.2. Amendment. This Merger Agreement may be amended at any time prior to the Effective Date with the mutual consent of the Boards of Directors of the parties hereto; provided, however, that this Merger Agreement may not be amended after it has been adopted by the shareholder of BBH in any manner which, in the judgment of the Board of Directors of BBH, would have a material adverse effect on the rights of such shareholder.

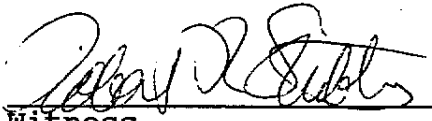
4.3. Governing Law. This Merger Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

4.4. Counterparts. This Merger Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument.


4.5. Waiver. At any time prior to the Effective Date, the parties may, by written agreement, (i) extend the time for the performance of any of the obligations or other acts of the parties hereto, (ii) waive any inaccuracy in the statements contained in this Merger Agreement or in any document delivered, or (iii) waive compliance with any of the covenants, conditions or agreements contained in this Merger Agreement.

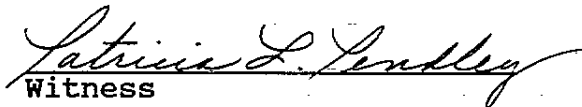
IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the day and year first above written.

BOVIS/BRUNNING HOMES, INC.,
a Georgia corporation

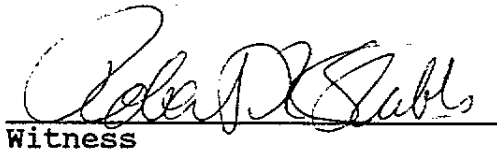

Witness

By:



Name: JOANNA KM BRIGHT
Title: CFO

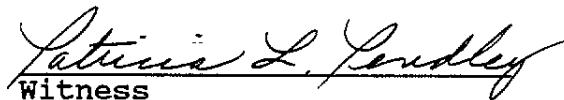

Witness

BOVIS HOMES, INC.,
a Florida corporation


Witness

By:


Name: JOANNA KM BRIGHT
Title: CFO


Witness