

04/25/2006 15:53

8502227615

CT CORR

PAGE 01/10

P14309

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H06000112456 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 205-0380

From:

Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5926

MERGER OR SHARE EXCHANGE

Smurfit-Stone Container Enterprises, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	10
Estimated Charge	\$87.50

60.00

RECEIVED

06 APR 25 AM 8:00

DIVISION OF CORPORATIONS

Electronic Filing Menu

Corporate Filing Menu

Help

P14309
OK

EFFECTIVE DATE

4-30-06

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Stone Waterfront LLC	Florida	Limited Liability Company
Smurfit-Stone Container Enterprises, Inc.	Delaware	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Smurfit-Stone Container Enterprises, Inc.	Delaware	Corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

1 of 6

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

April 30, 2006

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

8182 Maryland Avenue, St. Louis, MO 63105

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

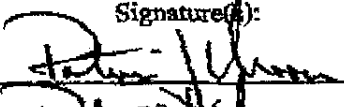

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Stone Waterfront LLC		Patrick J. Moore, President
Smurfit-Stone Container Enterprises, Inc.		Patrick J. Moore, Pres/CEO

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u>	For each Limited Liability Company:	\$25.00
	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50
	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
--	---------

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Stone Waterfront, LLC	Florida	Limited Liability Company
Smurfit-Stone Container Enterprises, Inc.	Delaware	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Smurfit-Stone Container Enterprises, Inc.	Delaware	Corporation

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

See attached.

(Attach additional sheet if necessary)

SECRETARY OF STATE
ALL INFORMATION
2006 APR 25 AM 9:15

FILED

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

(Attach additional sheet if necessary)

RECEIVED
APR 25 AM 9:15
FBI

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

2006 APR 25 AM 9:15
SECRETARY OF STATE
HARTFORD, CT 06103

ATTACHMENT TO CERTIFICATE OF MERGER
AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated this 7th day of April, 2006, pursuant to Section 264 of the General Corporation Law of the State of Delaware and Chapter 608 of the Florida Statutes, between Smurfit-Stone Container Enterprises, Inc., a Delaware Corporation and Stone Waterfront LLC, a Florida Limited Liability Company.

WITNESSETH that:

WHEREAS, each of the companies desire to merge as hereinafter specified; and

WHEREAS, the registered office of said Stone Waterfront LLC in the State of Florida is located at 1200 Pine Island Road, Plantation, Florida 33324, and the name of its registered agent at such address is CT CORPORATION SYSTEM; and

WHEREAS, the registered office of Smurfit-Stone Container Enterprises, Inc. in the State of Delaware is located at 1209 Orange Street, Corporation Trust Center in the City of Wilmington, County of New Castle, and the name of its registered agent at such address is THE CORPORATION TRUST COMPANY.

NOW, THEREFORE, the companies, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: SMURFIT-STONE CONTAINER ENTERPRISES, INC. hereby merges into itself STONE WATERFRONT LLC and said STONE WATERFRONT LLC shall be and hereby is merged into SMURFIT-STONE CONTAINER ENTERPRISES, INC. which shall be the surviving corporation.

SECOND: The Restated Certificate of Incorporation of SMURFIT-STONE CONTAINER ENTERPRISES, INC., which is the surviving corporation, as heretofore amended and as in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Restated Certificate of Incorporation of the corporation surviving this merger.

THIRD: the said SMURFIT-STONE CONTAINER ENTERPRISES, INC., is the sole member of STONE WATERFRONT LLC, and all rights in respect thereof, shall be contributed to the said SMURFIT-STONE CONTAINER ENTERPRISES, INC. and shall forthwith, effective at the time of such merger, be cancelled.

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

(a) The by-laws of the surviving corporation as they shall exist on the effective date of this Agreement shall be and remain the by-laws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective at 11:59 p.m. on April 30, 2006.

(d) Upon the merger becoming effective, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged company shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged company shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged company respectively. The merged company hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged company acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged company and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged company or otherwise to take any and all such action.

FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Board of Directors or Member of any constituent company at any time prior to the time that this Agreement filed with the Secretary of State becomes effective. This Agreement may be amended by the Board of Directors or Member of the constituent company's at any time prior to the time that this Agreement filed with the Secretary of State becomes effective, provided that an amendment made subsequent to the adoption of the Agreement by the stockholders of the surviving corporation shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such constituent corporation, (2) alter or change any term of the Restated Certificate of Incorporation of the surviving corporation to be effected by the merger, or (3) alter or change any of the terms and conditions of the Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such constituent corporation.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and Member, and that fact having been certified on said Agreement of Merger by the Secretary of each company party hereto, have caused these presents to be executed by the president of each party hereto as the respective act, deed and agreement of each of said company's on this 2nd day of April, 2006.

2006 APR 25 AM 9:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA