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MERGER OR SHARE EXCHANGE

SWIRE JADECO INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

of

SWIRE BRICKELL THREE INC.
(a Florida corporation)

and

SWIRE JADECO INC
(a Delaware corporation)

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

FIRST: Attached hereto as Exhibit A and made a part hereof is the Plan of Merger for merging SWIRE BRICKELL THREE INC. with and into SWIRE JADECO INC (the "Merger").

SECOND: SWIRE JADECO INC will continue in existence as the surviving corporation under its present name pursuant to the provisions of the Act.

THIRD: The Plan of Merger was approved and adopted by SWIRE PACIFIC HOLDINGS INC, a Delaware Corporation ("SPHI"), the sole shareholder, and all of the Directors, of SWIRE BRICKELL THREE INC., by written consent dated as of December 16, 2005 in accordance with the provisions of Sections 607.0704 and 607.0821 of the Act; and approved and adopted by SPHI, the sole shareholder, and all of the Directors, of SWIRE JADECO INC, by written consent dated as of December 16, 2005 in accordance with the provisions of Sections 141(f) and 228 of the General Corporation Law of Delaware.

FOURTH: The effective date of the Merger contemplated hereby shall be the date on which these Articles of Merger are filed with the Secretary of State of the State of Florida.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be executed on its behalf as of December 16, 2005.

SWIRE BRICKELL THREE INC.

By: Gregg Toland
Gregg Toland, Vice President

SWIRE JADECO INC

By: Stephen L. Owens
Stephen L. Owens, President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of the 16th day of December, 2005, by and between SWIRE BRICKELL THREE INC., a Florida corporation ("SB3"), and SWIRE JADECO INC., a Delaware corporation ("Swire" or the "Surviving Corporation") and collectively with SB3, the "Corporations"), with SB3 merging with and into Swire, such that the separate existence of SB3 shall cease and Swire shall continue as the surviving corporation (the "Merger").

RECITALS:

WHEREAS, the Boards of Directors and the shareholders of the Corporations deem it advisable and in the best interests of the Corporations and shareholders to merge the Corporations; and

WHEREAS, it is the intention of the parties hereto that the Merger shall constitute a tax-free reorganization, as defined in Section 368 of the Internal Revenue Code of 1986, as amended, and that this Agreement and Plan of Merger shall also constitute a Plan of Reorganization.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

MERGER

1.1 The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the relevant provisions of the Florida Business Corporation Act ("FBCA") and the Delaware General Corporation Law ("DGCL"), SB3 shall be merged with and into Swire. Following the Merger, Swire shall continue as the surviving corporation and shall continue its existence under the laws of the State of Delaware, and the separate corporate existence of SB3 under the laws of the State of Florida shall cease.

1.2 Effective Date and Effective Time. Articles of Merger with respect to the Merger shall be executed, delivered and filed with the Secretary of State of the State of Florida in accordance with the provisions of the FBCA. The Merger shall be effective immediately upon filing the Articles of Merger with the Secretary of State of the State of Florida (the date and time of filing being referenced to herein as the "Effective Date" and the "Effective Time" respectively). Immediately following the Effective Date, a Certificate of Merger with respect to the Merger shall be executed, delivered and filed with the Secretary of State of the State of Delaware in accordance with the provisions of the DGCL.

1.3 Effect of the Merger. At the Effective Time and without any further action on the part of the Surviving Corporation, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a public as well as of a private nature, of each of the Corporations, and be subject to all the restrictions, disabilities and duties of each of the Corporations so merged; and all of the rights, privileges, powers and franchises of each of the Corporations, and all property, real, personal and mixed, and all debts due to either of the Corporations on whatever account, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises and all and every other interest shall be thereafter the property of the Surviving Corporation as they were of the Corporations; and the title to any real estate, vested by deed or otherwise, under the laws of the State of Florida or otherwise, in either of the Corporations, shall not revert or in any way be impaired by reason of the Merger; provided, that all debts, liabilities and duties of the Corporations, and all rights of creditors and all liens upon any property of either of the Corporations shall thenceforth attach to the Surviving

Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

1.4 Certificate of Incorporation and Bylaws of Surviving Corporation. From and after the Effective Time, the Certificate of Incorporation of Swire (the "Certificate"), and the bylaws of Swire in effect immediately prior to the Effective Time, shall be the Certificate and bylaws, respectively, of the Surviving Corporation, unless and until altered, amended or repealed as provided in the Certificate or such bylaws.

1.5 Directors and Officers of Surviving Corporation. The directors and officers of Swire immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation and will hold such office from the Effective Time until their respective successors are duly elected and qualified in the manner provided in the Certificate and bylaws of the Surviving Corporation, or as otherwise provided by law.

ARTICLE II

CONVERSION AND EXCHANGE OF SECURITIES

2.1 Conversion of Common Stock. At the Effective Time, by virtue of the Merger and without any further action on the part of SB3, Swire, or the shareholders of Swire, the outstanding shares of common stock of SB3 ("SB3 Common Stock") shall be converted into corresponding shares of common stock of Swire ("Swire Common Stock").

2.2 Effect of Share Conversion. At the Effective Time, all shares of SB3 Common Stock converted pursuant to this Article II shall cease to be outstanding and shall automatically be cancelled and retired, and shall cease to exist, and each such certificate (a "Certificate") previously evidencing SB3 Common Stock, respectively, outstanding immediately prior to the Effective Time shall thereafter represent the right to receive a certificate evidencing shares of Swire Common Stock into which such SB3 Common Stock were converted in the Merger pursuant to this Article II.

2.3 Surrender of Certificates. After the Effective Time, each holder of a Certificate of SB3 immediately prior to the Effective Time shall surrender same to the Surviving Corporation and shall receive in exchange therefore a new certificate, representing the appropriate number of shares of Swire Common Stock. Until so surrendered, each Certificate shall, by virtue of the Merger, be deemed for all purposes to evidence ownership of the appropriate number of shares of Swire Common Stock.

ARTICLE III

CONDITIONS

The obligations of each party hereto to perform this Agreement and to consummate the transaction contemplated hereby shall be subject to the following:

3.1 Shareholder Approval. The approval and adoption by the shareholders of both SB3 and Swire holding at least a majority of the outstanding voting capital stock, respectively.

ARTICLE IV

MISCELLANEOUS

4.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of law rules thereof.

4.2 Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

4.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, as applicable, if capable of substantial performance, shall remain in full force and effect.

4.4 Third Party Beneficiaries. This Agreement is not intended to confer upon any other person or entity, other than the parties hereto, any rights or remedies.

4.5 Authorization. The Boards of Directors and the proper officers of the Corporations are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to effectuate or consummate any of the provisions of this Agreement or of the Merger herein provided for.

4.6 Modification or Amendment. Subject to the applicable provisions of the FBCA, at any time prior to the approval of this Agreement by the shareholders of SB3 the parties hereto may modify or amend this Agreement by mutual written agreement executed and delivered by duly authorized officers or representatives of the respective parties.

4.7 Termination. This Agreement may be terminated and abandoned by the mutual consent of the Boards of Directors of the Corporations at any time before the Effective Date, whether before or after approval of this Agreement by the shareholders of SB3.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed on its behalf and attested by its officers thereunto duly authorized, all as of the date first above written.

SWIRE BRICKELL THREE INC.,
a Florida corporation

By: Gregg E. Toland
Gregg E. Toland, Vice President

SWIRE JADECO INC, a Delaware corporation

By: Stephen L. Owens
Stephen L. Owens, President