

L04549

Florida Department of State
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DIVISION OF CORPORATIONS
TALLAHASSEE FLORIDA

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

From: Account Name : CORPORATION SERVICE COMPANY
Account Number : I20000000195
Phone : (850) 521-1000
Fax Number : (850) 558-1575

MERGER OR SHARE EXCHANGE

SONY DISCOS LLC

Certificate of Status	RECTING MERGER	1
Certified Copy		0
Page Count		11
Estimated Charge		\$66.25

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THIS WAS ORIGINALLY FAXED ON 10/1/04, BUT IT IS NOT SHOWING FILED YET - CAN SOMEONE PLEASE CHECK TO SEE IF THIS WAS RECEIVED?

704A-58623

10/11 @ 11:49 am per Susie, Not to worry about cert. They want cert re-merger

OCT. 8: 2004 4:15PM CORPORATION SVC CO

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H040001964793

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TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. <u>Sony Discos Inc.</u> <u>808 Lincoln Road</u> <u>6th Floor</u> <u>Miami Beach, Florida 33139</u>	<u>Florida</u>	<u>Corporation</u>
Florida Document/Registration Number: <u>104549</u>		FBI Number: <u>13-3511924</u>
2. _____	_____	_____
Florida Document/Registration Number: _____		FBI Number: _____
3. _____	_____	_____
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(Attach additional sheet(s) if necessary)

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SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<u>Sony Discos LLC</u>	<u>Delaware</u>	<u>Limited Liability</u>
<u>c/o Sony BMG Music Entertainment</u>		
<u>530 Madison Avenue</u>		
<u>New York, New York 10022</u>		
Florida Document/Registration Number: _____		FBI Number: _____

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

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OFFICE OF REGISTRATIONS
TALLAHASSEE, FLORIDA

NINTH: The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State



OR

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

(Note: Please see instructions for required signatures.)

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
Sony Discos Inc.		Ann Eichorst, Secretary
Sony Discos LLC		Ann Eichorst Authorized Representative of Member Sony BMG Music Entertainment
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Sony Discos Inc.	Florida

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SECOND: The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Sony Discos LLC	Delaware

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

Agreement of Merger attached

(Attach additional sheet(s) if necessary)

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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 other securities of the survivor, in whole or in part, into cash or other property are as follows:

Agreement of Merger attached

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

Agreement of Merger attached

(Attach additional sheet(s) if necessary)

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

If General Partner is a Non-Individual,
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SIXTH: If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s) managing members are as follows:

Sony BMG Music Entertainment
550 Madison Avenue
New York, New York 10022

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:
Agreement of Merger attached

EIGHTH: Other provisions, if any, relating to the merger:
Agreement of Merger attached

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CORPORATIONS
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AGREEMENT OF MERGER
OF
SONY DISCOS INC.
(a Florida Corporation)
WITH AND INTO
SONY DISCOS LLC
(a Delaware Limited Liability Company)

AGREEMENT OF MERGER entered into as of July 15, 2004, by and between Sony Discos Inc., a Florida corporation ("Discos Inc.") and Sony Discos LLC, a Delaware limited liability company ("Discos LLC").

WHEREAS, Section 18-209 of the Limited Liability Company Act of Delaware (the "Delaware Act") and Section 607 of the Business Corporation Law of the State of Florida (the "Florida Act") permits the merger of a Florida corporation into a Delaware limited liability company; and

WHEREAS, Discos Inc. and Discos LLC each deem it advisable and in their best interests to merge Discos Inc. and Discos LLC pursuant to the provisions of the laws of the States of Florida and Delaware upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the promises and the covenants herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Merger. Discos Inc. and Discos LLC hereby agree that Discos Inc. shall be merged with and into Discos LLC in accordance with the provisions of the Delaware Act and the Florida Act, and Discos LLC shall be the continuing and surviving entity and shall be governed by the laws of the State of Delaware.
2. Name. The name of the surviving entity shall be Sony Discos LLC.
3. Effective Date of Merger. The merger contemplated herein shall become effective upon the filing of a Certificate of Merger with the Secretary of State of the State of Delaware (the "Effective Date").

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CORPORATION DIVISIONS
TALLAHASSEE, FLORIDA

4. Filing. Discos Inc. and Discos LLC agree that they will cause to be executed and filed or recorded any document or documents prescribed by the laws of the States of Florida and Delaware, and that they will cause to be performed all necessary acts within the States of Florida and Delaware and elsewhere to effectuate the merger.

5. Certificate of Formation and Operating Agreement. The Certificate of Formation and Operating Agreement of Sony Discos LLC shall be the Certificate of Formation and Operating Agreement of the surviving entity.

6. Future Operations. Subject to such changes as may be approved by the Sole Member of Discos LLC in its judgment, from and after the Effective Date:

- (a) The business presently conducted by Discos Inc. shall continue to be conducted in substantially the same form by Discos LLC; and
- (b) The principal office shall continue to be located at 550 Madison Avenue, New York, New York 10022.

7. Membership Interest of Merged Entities. The issued shares of Discos Inc. shall not be converted in any manner, but each said share which is issued as of the Effective Date shall be surrendered and extinguished.

8. Merger. Assumption of Liabilities. At the Effective Date, Discos Inc. shall be deemed merged into Discos LLC as provided by the Delaware Act and the Florida Act and this Agreement. All rights, privileges, and powers of Discos Inc. and all property, real, personal and mixed, and all debts due to Discos Inc., as well as all other things and causes of action belonging to Discos Inc., shall be vested in Discos LLC, and shall thereafter be the property of Discos LLC as they were of Discos Inc. All rights of credits and all liens upon any property of Discos Inc. shall be preserved and all debts, liabilities and duties of Discos Inc. shall attach to Discos Inc. and may be enforced against Discos LLC to the same extent as if said debts, liabilities and duties had been incurred and contracted by it.

9. Representations and Warranties. Discos Inc. hereby represents and warrants to Discos LLC as follows:

- (a) It is a Florida corporation validly existing and in good standing under the laws of New York.
- (b) The signing of this Agreement and the consummation of the transactions contemplated by this Agreement have been approved by all necessary action on its part and do not violate any provisions of its organization documents or any other agreements or instruments to which it is a party.

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JULIUS ROSENBERG CORPORATIONS
TALLAHASSEE, FLORIDA

Discos LLC hereby represents and warrants to Discos Inc. as follows:

- (a) It is a Delaware limited liability company validly existing and in good standing under the laws of Delaware.
- (b) The signing of this Agreement and the consummation of the transactions contemplated by this Agreement have been approved by all necessary action on its part and do not violate any provisions of its organization's documents or any other agreements or instruments to which it is a party.

10. Notices. Any notice or request to be given under this Agreement by one party to another shall be in writing and shall be delivered personally or by certified mail, postage prepaid to the addresses set forth in Section 5(b) herein, or to such other addresses as any party may designate in writing to the other.

11. Counterparts. This Agreement may be in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. No Other Agreement or Understandings. This Agreement embodies all of the agreements and understandings in relation to the subject matter of this Agreement, and no covenants, understandings or agreements in relation to this Agreement exist between the parties, except as expressly set forth in this Agreement.

13. No Third Party Benefit. Nothing expressed or implied in this Agreement shall be construed to confer upon or give to any person, firm, or limited liability company, other than a party to this Agreement any rights or remedies under or by reason of this Agreement.

SONY DISCOS INC.

By Ann Eichorst
Ann Eichorst
Secretary

SONY DISCOS LLC
by Sony Music Entertainment Inc., its sole member

By Liza Weiss
Liza Weiss
Senior Vice President,
General Counsel and Secretary

LOCATION:

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