

P12000062407

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DATE: 09-28-2012

NAME: INMUSIC BRANDS INC

TYPE OF FILING: ARTICLES OF MERGER

COST: CK FOR \$385.00 ATTACHED

RETURN:

ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE

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DIVISION OF CORPORATE
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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: inMusic Brands, Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Michelle Cadorette, Paralegal

Contact Person

Duffy & Sweeney, LTD.

Firm/Company

One Financial Plaza, Suite 1800

Address

Providence, RI 02903

City, State and Zip Code

mcadorette@duffysweeney.com

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

For further information concerning this matter, please call:

Michelle Cadorette

Name of Contact Person

at (401) 455-0700

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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SECRETARY OF CORPORATION
DIVISION OF CORPORATIONS
12 SEP 28 PM 12:20

SECRETARY OF STATE
DIVISION OF CORPORATE AFFAIRS
12 SEP 29 PM 12:20

**Articles of Merger
For
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows: *SEE ADDENDUM A TO ARTICLE FIRST ATTACHED HERETO AND MADE A PART HEREOF.

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Alto Professional, LLC ^{L10000121919}	Florida	LLC
Numark Industries, L.P. ^{A04000000972}	Florida	LP
ION Audio, LLC ^{L07000126785}	Florida	LLC
Jet Leasing Services II, LLC ^{L07000091973}	Florida	LLC

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>
inMusic Brands, Inc.	Florida	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.

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:

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:

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party: *SEE ADDENDUM B TO ARTICLE EIGHTH
ATTACHED HERETO AND MADE A PART HEREOF.

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
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Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

ADDENDUM A
TO
ARTICLES OF MERGER FOR FLORIDA PROFIT CORPORATION
Survivor: inMusic Brands, Inc., Document No.: P12000062407

ARTICLE FIRST (continued):

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
MixMeister Technology, LLC U07000015650	Florida	Limited liability company
John Eliot Holdings, LLC L08000108382	Florida	Limited liability company
Alesis, L.P.	Delaware	Limited Partnership
Akai Professional, L.P.	Delaware	Limited Partnership
Wavefront Semiconductor, LLC	Delaware	Limited liability company
JEO Manager I, Inc. P07000174284	Florida	Corporation

7

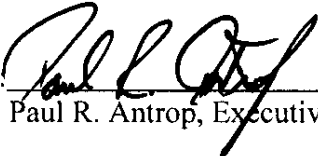
ADDENDUM B
TO
ARTICLES OF MERGER FOR FLORIDA PROFIT CORPORATION
Survivor: inMusic Brands, Inc., Document No.: P12000062407

ARTICLE EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:

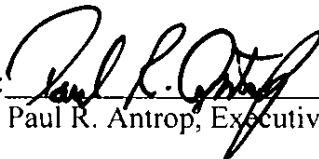
SURVIVING ENTITY:

inMusic Brands, Inc.

By: 
Paul R. Antrop, Executive Vice President

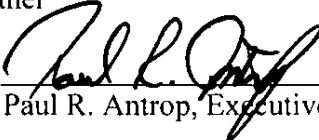
NON-SURVIVING ENTITIES:

Alto Professional, LLC

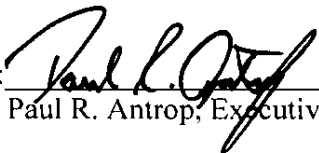
By: 
Paul R. Antrop, Executive Vice President

Numark Industries, L.P.

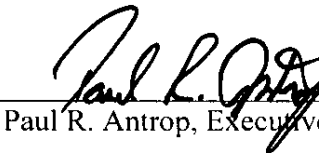
By: Numark International, Inc., Its General Partner

By: 
Paul R. Antrop, Executive Vice President

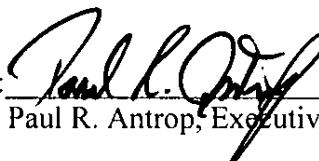
ION Audio, LLC

By: 
Paul R. Antrop, Executive Vice President

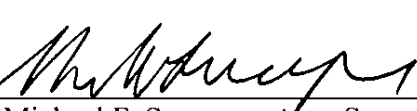
Jet Leasing Services II, LLC

By: 
Paul R. Antrop, Executive Vice President

MixMeister Technology, LLC

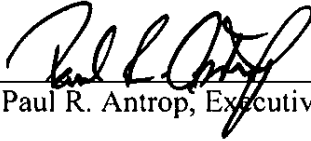
By: 
Paul R. Antrop, Executive Vice President

John Eliot Holdings, LLC

By: 
Michael F. Sweeney, Asst. Secretary

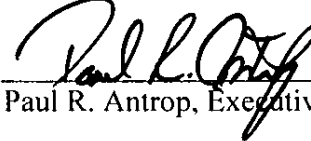
Alesis, L.P.

By: JEO Manager I, Inc., Its General Partner

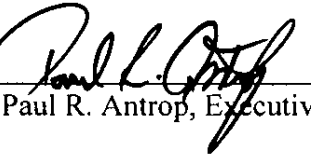
By: 
Paul R. Antrop, Executive Vice President

Akai Professional, L.P.

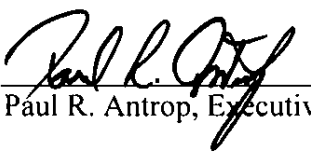
By: JEO Manager I, Inc., Its General Partner

By: 
Paul R. Antrop, Executive Vice President

Wavefront Semiconductor, LLC

By: 
Paul R. Antrop, Executive Vice President

JEO Manager I, Inc.

By: 
Paul R. Antrop, Executive Vice President

AGREEMENT AND PLAN OF MERGER AND CONSOLIDATION

THIS AGREEMENT AND PLAN OF MERGER AND CONSOLIDATION (this "Merger Agreement") is made and entered into as of September 28, 2012 by and among **Alto Professional, LLC**, a Florida limited liability company ("Alto"), **Numark Industries, L.P.**, a Florida limited partnership ("Numark"), **ION Audio, LLC**, a Florida limited liability company ("ION"), **Jet Leasing Services II, LLC**, a Florida limited liability company ("Jet Leasing"), **MixMeister Technology, LLC**, a Florida limited liability company ("MixMeister"), **John Eliot Holdings, LLC**, a Florida limited liability company ("John Eliot"), **Alesis, L.P.**, a Delaware limited partnership ("Alesis"), **Akai Professional, L.P.**, a Delaware limited partnership ("Akai"), **Wavefront Semiconductor, LLC**, a Delaware limited liability company ("Wavefront"), **JEO Manager I, Inc.**, a Florida corporation ("JEO Manager") (hereinafter Alto, Numark, ION, Jet Leasing, MixMeister, John Eliot, Alesis, Akai, JEO Manager and Wavefront shall be collectively referred to as the "Merged Entities") and **inMusic Brands, Inc.**, a Florida corporation ("inMusic").

WHEREAS, each of Alto, MixMeister and John Eliot are limited liability companies duly organized and existing under the laws of the State of Florida; and

WHEREAS, Numark. is a limited partnership duly organized and existing under the laws of the State of Florida and the sole member and parent entity of ION and Jet Leasing, each of which is a limited liability company duly organized and existing under the laws of the State of Florida; and

WHEREAS, each of Alesis and Akai are limited partnerships duly organized and existing under the laws of the State of Delaware; and

WHEREAS, Wavefront is a limited liability company duly organized and existing under the laws of the State of Delaware and owned 100% by Alesis; and

WHEREAS, JEO Manager is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, in accordance with applicable laws governing inMusic and each of the Merged Entities, each of the governing bodies of such entities, respectively, adopted a resolution approving this Plan.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Merged Entities and inMusic hereby agree as follows:

1. **Merger.** The Merged Entities will be merged with and into inMusic (the "Merger"), and inMusic shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation") and shall exist as a domestic Florida corporation under the Florida Corporation Act. The effective date of the contemplated merger shall be the last date upon which the Articles of Merger are filed with and accepted by the Florida Department of State and

the Delaware Secretary of State, as applicable (the "Effective Time"). The merger is intended to be a tax-free reorganization pursuant to Section 368 of the Internal Revenue Code of 1986, as amended.

2. **Governing Documents.** The Articles of Incorporation of inMusic as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The Bylaws of the Surviving Corporation as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws.

3. **Succession.** At the Effective Time:

(a) The separate existence of each of the Merged Entities shall cease, and the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, liabilities and duties of the Merged Entities, respectively; and

(b) All and singular rights, privileges, powers and franchises of the Merged Entities and all property, real, personal and mixed, and all debts due to the Merged Entities on whatever account, and all choses in action, and all and every other interest of or belonging to any of the Merged Entities shall be vested in the Surviving Corporation without further act or deed; and

(c) All property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merged Entities, respectively, and the title to any real estate vested by deed or otherwise, under the laws of the State of Florida, or of any of the other states of the United States, in the Merged Entities shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of the Merged Entities shall be preserved unimpaired; and

(d) All debts, liabilities and duties of the Merged Entities shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and

(e) All limited liability company and limited partnership acts, plans, policies, agreements, arrangements, approvals and authorizations of the Merged Entities, their Partners and Members, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Merged Entities; and

(f) The Surviving Corporation shall be subject to suit, and the Surviving Corporation hereby agrees that it may be sued, in the State of Florida or the State of Delaware for as long as

any liability remains outstanding in the State of Florida or the State of Delaware for any prior obligations of the Merged Entities; and

(g) The Surviving Company hereby irrevocably appoints the Secretaries of State of the State of Florida and the State of Delaware as its agents to accept service of process in any action for the enforcement of any obligation specified in Section 3(f) of this Merger Agreement, including taxes.

4. **Further Assurances.** From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of the Merged Entities such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises and authority of the Merged Entities and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of each of the Merged Entities to take any and all such action and to execute and deliver any and all deeds and other instruments.

5. **Cancellation of Shares/Interests.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, (i) all membership interests/units or capital stock of the Merged Entities that are limited liability companies or corporations and all partnership interests of the Merged Entities that are limited partnerships immediately prior to the Effective Time shall be automatically cancelled, and (ii) each shareholder of the Surviving Corporation shall receive a stock dividend of one share of Common Stock for every share held.

6. **Amendment.** Subject to applicable law, this Merger Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein.

7. **Abandonment.** Notwithstanding any of the provisions of this Merger Agreement, the governing bodies of either of inMusic or the Merged Entities, at any time prior to the Effective Time, and for any reason they may deem sufficient and proper, shall have the authority to abandon and refrain from making effective the contemplated merger set forth herein, in which case this Merger Agreement shall hereby be cancelled and become null and void.

8. **Counterparts.** In order to facilitate the filing and recording of the Articles, this Merger Agreement may be executed in counterparts, each of which shall be deemed to be an original and together shall constitute a single, original agreement.

[The remainder of the page is intentionally left blank.]

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

SURVIVING CORPORATION:

inMusic Brands, Inc.
(a Florida corporation)

By: 
Paul R. Antrop, Executive Vice President

MERGED ENTITIES:

MixMeister Technology, LLC
(a Florida limited liability company)

By: 
Paul R. Antrop, Executive Vice President

Wavefront Semiconductor, LLC
(a Delaware limited liability company)

By: 
Paul R. Antrop, Executive Vice President

Alto Professional, LLC
(a Florida limited liability company)

By: 
Paul R. Antrop, Executive Vice President

Jet Leasing Services II, LLC
(a Florida limited liability company)

By: 
Paul R. Antrop, Executive Vice President

ION Audio, LLC
(a Florida limited liability company)

By: 
Paul R. Antrop, Executive Vice President

John Eliot Holdings, LLC
(a Florida limited liability company)

By: 
John E. O'Donnell, President

Numark Industries, L.P.
(a Florida limited partnership)
By Numark International, Inc., its General Partner

By: 
Paul R. Antrop, Executive Vice President

Alesis, L.P.
(a Delaware limited partnership)
By JEO Manager I, Inc., its General Partner

By: 
Paul R. Antrop, Executive Vice President

Akai Professional, L.P.
(a Delaware limited partnership)
By JEO Manager I, Inc., its General Partner

By: 
Paul R. Antrop, Executive Vice President

JEO Manager I, Inc.
(a Florida corporation)

By: 
Paul R. Antrop, Executive Vice President