

Florida Department of State
Division of Corporations
Public Access System
Electronic Filing Cover Sheet

10500075164

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.

((H06000293034 3)))



H060002930343ABC.

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

RECEIVED

06 DEC 12 AM 11:29

To: Division of Corporations
Fax Number : (850) 205-0380
From: Account Name : BERGER SINGERMAN - FORT LAUDERDALE
Account Number : I20020000154
Phone : (954) 525-9900
Fax Number : (954) 523-2872

06 DEC 12 AM 11:29

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

Airplay America, LLC

Certificate of Status	0
Certified Copy	1
Page Count	05
Estimated Charge	\$143.75

90.00

Electronic Filing Menu

Corporate Filing Menu

Help

H0600029.034

CERTIFICATE OF MERGER
OF
AIRPLAY USA, LLC,
A Georgia limited liability company,
the constituent organization
and
AIRPLAY AMERICA, LLC,
A Florida limited liability company
the surviving organization

The undersigned, for the purposes of merging Airplay USA, LLC, a Georgia limited liability corporation, with and into Airplay America, LLC, a Florida limited liability limited partnership, do hereby adopt the following Certificate of Merger pursuant to Florida Statutes, Sections 608.438, 608.4381, 608.4382 and 608.4383:

ARTICLE I - NAMES

The names of the entities that are parties to this merger are as follows:

Airplay USA, LLC, a Georgia limited liability company (the "Georgia LLC"), which is the constituent organization being merged with and into the surviving entity; and

Airplay America, LLC, a Florida limited liability company (the "Florida LLC"), which is the surviving entity.

ARTICLE II - PLAN OF MERGER

A Plan of Merger as prescribed by the Florida Limited Liability Company Act, as amended, and in the form attached as Exhibit "A", was approved by the Georgia LLC and by the Florida LLC.

ARTICLE III - EFFECTIVE DATE OF MERGER

The effective date of the merger shall be upon delivery of these Articles of Merger to the Florida Department of State.

ARTICLE IV - AMENDMENTS TO OPERATING AGREEMENT

The Florida LLC's operating agreement will be amended and restated as a result of the Merger, effective as of the effective date of the Merger.

ARTICLE IV - CERTIFICATION OF THE GEORGIA LLC

The undersigned, Robert J. Cartagine, being the managing member of Airplay USA, LLC a Georgia limited liability company, does hereby certify that the Georgia LLC adopted, by written consent effective as of June __, 2006, the Plan of Merger referenced in Article II hereof,

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
06 DEC 12 AM 11:29

H0600029324

H0600022-034

and that such action constitutes the only action required by governing law applicable to the Georgia LLC.

ARTICLE V - CERTIFICATION OF THE FLORIDA LLC

I, the undersigned, Robert J. Cartagine, being the managing member of Airplay America, LLC, a Florida limited liability company, does hereby certify that the Florida LLC adopted, by unanimous written consent effective as of June __, 2006, the Plan of Merger referenced in Article __ hereof, and that such action constitutes the only action required by governing law applicable to the Florida LLC.

I WITNESS WHEREOF, the foregoing Articles of Merger have been executed by the managing member of the Georgia LLC and by the managing member of the Florida LLC, respectively, on the __ day of June, 2006.

AIRPLAY USA, LLC, a Georgia limited liability company

By: _____

Robert J. Cartagine
Managing Member

AIRPLAY AMERICA, LLC, a Florida limited liability company

By: _____

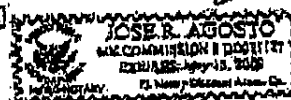
Robert J. Cartagine
Managing Member

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned, personally appeared Robert J. Cartagine, in his capacity as managing member of Airplay USA, LLC, a Georgia limited liability company and as managing member of Airplay America, LLC, a Florida limited liability company. He is personally known to me or produced evidence satisfactory to me of his identity.

NOTARY PUBLIC

(Seal)



06 DEC 12 AM 11:29

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

H0600022-034

DEC-12-2011 TUE 11:39 AM BERGER SINGMAN

FAX NO. 9545232872

P. 04

H060002 23034

EXHIBIT A
Plan of Merger

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
06 DEC 12 AM 11:29

12/12/11

5

H060002 23034

H060000 3034

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") made and entered into this day of June, 2006 by and between AIRPLAY USA, LLC, a Georgia limited liability company, with its principal office located at 777 East Atlantic Avenue, C-2, Suite 368, Delray Beach, Florida 33483 (the "Merging Entity"), and AIRPLAY AMERICA, LLC, a Florida limited liability company, also with its principal office located at 777 East Atlantic Avenue, C-2, Suite 368, Delray Beach, Florida 33483 (the "Surviving Entity").

WITNESSETH:

WHEREAS, the Merging Entity is a limited liability company duly organized and existing under and by virtue of the laws of the State of Georgia;

WHEREAS, the Surviving Entity is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida; and

WHEREAS, pursuant to duly authorized action by the members of the Merging Entity ("Merging Entity Members"), and by the members of the Surviving Entity ("Surviving Entity Members"), the Merging Entity and the Surviving Entity have determined that they shall merge (the "Merge") upon the terms and conditions and in the manner set forth in this Agreement, and in accordance with Section 608.438 of the Florida Limited Liability Company Act, as amended;

NOW THEREFORE, in consideration of the mutual promises herein contained, the Merging Entity and the Surviving Entity hereby agree as follows:

1. MERGE. Upon the terms and subject to the conditions set forth herein, on the Effective Date (as defined below) the Merging Entity shall be merged with and into the Surviving Entity, a single and surviving entity upon the terms and conditions set forth in this Agreement; the Surviving Entity as the surviving entity of the Merge which shall continue its existence under the laws of the State of Florida as the surviving entity.

2. EFFECTIVE DATE OF MERGER. The Merge shall be effective immediately upon the filing of the Articles of Merge with the Florida Department of State (the "Effective Date").

3. SURVIVING ENTITY. On and after the Effective Date of the Merge:

(a) The Surviving Entity shall be the surviving entity of the Merge, and shall continue to exist as a limited liability company under the laws of the State of Florida, with all of the rights and obligations of the Surviving Entity as are provided by Florida Statute, Section 608.4383, and otherwise as provided by the Florida Limited Liability Company Act, as amended.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

06 DEC 12 AM 11:29

H060001 273034

H060002 33034

(b) The separate existence of the Merging Entity shall cease, and pursuant to the terms and conditions of Florida Statutes, Section 608.4383, its property shall become the property of the Surviving Entity as the surviving entity.

(c) The Surviving Entity shall remain a Florida limited liability company. The names and addresses of the managing members of the Surviving Entity are:

Robert J. Cartagins
777 East Atlantic Avenue, C-2, Suite 368,
Delray Beach, Florida 33483

and

Norman B. Rainer
777 East Atlantic Avenue, C-2, Suite 368
Delray Beach, Florida 33483

4. OPERATING AGREEMENT. The existing Operating Agreement of the Surviving Entity shall continue on and after the Effective Date as the Operating Agreement of the Surviving Entity, unimpaired and unaffected by the Merger.

5. MANNER AND BASIS OF CONVERTING MEMBER INTERESTS OF THE MERGING ENTITY. The issued and outstanding membership interests and rights to acquire membership interests of the Merging Entity shall be converted as follows:

(a) Upon the Effective Date, each and every membership interest of the Merging Entity shall be converted into a membership interest of the Surviving Entity, of the same percentage of classification, and with the same rights, as pertained to the Merging Entity, and each right to acquire membership interests or other securities of the Merging Entity shall be converted into an identical right to acquire, under the same terms, corresponding membership interests or other securities of the Surviving Entity.

(b) The sole managing members of the Merging Entity as existing prior to the Effective Date shall remain as the sole managing members of the Surviving Entity on and after the Effective Date.

6. APPROVAL. The Merger contemplated by this Agreement has previously been submitted to and approved by the members of the Merging Entity and the members of the Surviving Entity. Subsequent to the execution of this Agreement by the duly authorized managing member of the Merging Entity and the duly authorized managing member of the Surviving Entity, such managing members of the Merging Entity and such managing member of the Surviving Entity shall, and are hereby authorized and directed to, perform all such further acts and execute and deliver to the proper authorities for filing all documents as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

06 DEC 12 AM 11:29

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

H060002 33034

H0600029: 034

7. MISCELLANEOUS

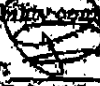
(a) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

(b) Third Party Beneficiaries. The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the members of the Merging Entity and Surviving Entity, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

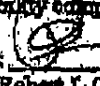
(c) Complete Agreement. This Agreement constitutes the complete agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

IN WITNESS WHEREOF, the Merging Entity and the Surviving Entity have caused this agreement to be executed by their respective duly authorized managing members as of the date first so written.

AIRPLAY USA, LLC, a Georgia limited liability company

By: 
Robert J. Caragine, Managing Member

AIRPLAY AMERICA, LLC, a Florida limited liability company

By: 
Robert J. Caragine, Managing Member

STATE OF FLORIDA
COUNTY OF PALM BEACH

FOREME, the undersigned, personally appeared Robert J. Caragine, in his capacity as managing member of Airplay USA, LLC, a Georgia limited liability company and as managing member of Airplay America, LLC, a Florida limited liability company. He is personally known to me or produced evidence satisfactory to me of his identity.

 JOSE R. AGOSTO
MY COMMISSION # 00011234
EXPIRES May 18, 2009
Notary Public, State of Florida

NOTARY PUBLIC
[Seal]

06 DEC 12 AM 11:29

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

H060001 293036