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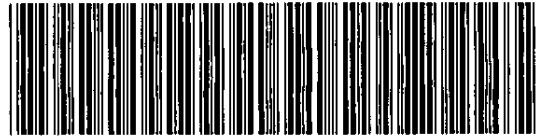
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Corp Merger

1. *S.E., Inc.*
(CORPORATE NAME AND DOCUMENT #)

2. _____
(CORPORATE NAME AND DOCUMENT #)

3. _____
(CORPORATE NAME AND DOCUMENT #)

4. _____
(CORPORATE NAME AND DOCUMENT #)

5. _____
(CORPORATE NAME AND DOCUMENT #)

6. _____
(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:

ARTICLES OF MERGER

(Profit Corporations)

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation is:

Name Jurisdiction Document Number

S.E., Inc.
Florida
523731

Second: The name and jurisdiction of the sole merging corporation is:

Name Jurisdiction Document Number

Starmaker, Inc.
Florida
511991

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: Adoption of Merger by surviving corporation

The Plan of Merger was adopted by the shareholders of the surviving corporation on May 31, 2013.

Sixth: Adoption of Merger by merging corporation

The Plan of Merger was adopted by the shareholders of the merging corporation on May 31, 2013.

Seventh: SIGNATURES FOR EACH CORPORATION

S.E., Inc.

Starmaker, Inc.

By:

Marcia L. Lavanway
Marcia L. Lavanway,
President, sole Director
and sole Shareholder

By:

Marcia L. Lavanway
Marcia L. Lavanway,
President, Sole Director
and sole Shareholder

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of May 31, 2013 (this "Agreement"), is entered into by and between Starmaker, Inc., a Florida corporation ("Starmaker"), and S.E., Inc., a Florida corporation ("S.E."). Starmaker and S.E. are hereinafter sometimes collectively referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, Starmaker, Inc. is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, S.E. is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, Marcia L. Lavanway is the sole shareholder, the sole Director and the President of each of the Constituent Corporations;

WHEREAS, the respective said sole Director and shareholder of Starmaker and of S.E. has determined that it is advisable and in the best interests of such corporations and their stockholders that Starmaker merge with and into S.E. upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, for United States federal income tax purposes, the parties hereto intend the Merger (as defined below) shall qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, and this Agreement is hereby adopted as a plan of reorganization for purposes of Section 368(a) of the Code and the Treasury Regulations promulgated thereunder; and

WHEREAS, the shareholders of Starmaker and of S.E. have approved this Agreement, by execution of written consents in accordance with Section 607.1107 of the Florida Business Corporation Act;

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants herein contained, Starmaker and S.E. hereby agree as follows:

1. **Merger**. Starmaker shall be merged with and into S.E. (the "Merger") such that S.E. shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). Appropriate documents necessary to effectuate the Merger shall be filed with the Secretary of State of the State of Florida and the Merger shall become effective at the time provided by applicable law (the "Effective Time").

2. **Governing Documents**. Upon the consummation of the Merger, the Articles of Incorporation of S.E. shall be the Articles of Incorporation of the Surviving Corporation and the By-Laws of S.E. shall be the By-laws of the Surviving Corporation.

3. **Directors**. The person who is the sole Director S.E. immediately prior to the Effective Time shall, after the Effective Time, be the sole Director of the Surviving Corporation, without change until her successors have been duly elected and qualified in accordance with the Articles of Incorporation and By-laws of the Surviving Corporation.

4. **Officers.** The persons who are officers of S.E. immediately prior to the Effective Time shall, after the Effective Time, be the officers of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Articles of Incorporation and By-laws of the Surviving Corporation.

5. **Succession.** At the Effective Time, the separate corporate existence of Starmaker shall cease and (i) all the rights, privileges, powers and franchises of a public and private nature of each of the Constituent Corporations, subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; (ii) all assets, property, real, personal and mixed, belonging to each of the Constituent Corporations; and (iii) all debts due to each of the Constituent Corporations on whatever account, including stock subscriptions and all other things in action; shall succeed to, be vested in and become the property of the Surviving Corporation without any further act or deed as they were of the respective Constituent Corporations. The title to any real estate vested by deed or otherwise and any other asset, in either of such Constituent Corporations 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 Starmaker shall be preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place. All debts, liabilities and duties of the respective Constituent Corporations 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. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of Starmaker, its shareholders, Board of Directors and committees thereof, officers and agents that 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 Starmaker.. The employees and agents of Starmaker shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits that they enjoyed as employees and agents of Starmaker.

6. **Further Assurances.** From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Starmaker 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, advisable 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, interests, assets, rights, privileges, immunities, powers, franchises and authority of Starmaker, and otherwise to carry out the purposes of this Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Starmaker or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

7. **Conversion of Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of Starmaker common stock, par value \$1.00 per share, issued and outstanding immediately prior to the Effective Time shall be changed and converted into six and one-quarter (6.25) validly issued, fully paid and non-assessable share of S.E. common stock, par value \$1.00 per share.. After the Effective Time, the Surviving Corporation shall reflect in its stock ledger the number of shares of S.E. Common Stock to which each shareholder of Starmaker is entitled pursuant to the terms hereof.

8. **Amendment.** The parties hereto, by mutual consent of their respective Boards of Directors and Shareholders, may amend, modify or supplement this Agreement prior to the Effective Time.

9. **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

10. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to the choice or conflict of law provisions contained therein to the extent that the application of the laws of another jurisdiction will be required thereby.

IN WITNESS WHEREOF, Starmaker and S.E. have caused this Agreement and Plan of Merger to be executed and delivered as of the date first written above.

Starmaker, Inc.

By: Marcia L. Lavanway
Marcia L. Lavanway,
President, Director and Shareholder

S.E., Inc.

By: Marcia L. Lavanway
Marcia L. Lavanway,
President, Director and
Shareholder