

F02000002139



ACCOUNT NO. : 072100000032

REFERENCE : 555402 7258333

AUTHORIZATION :

Patricia Pigato

COST LIMIT : \$ 70.00

FILED
02 MAY - 1 PM 1:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : *May 1*
~~April 29~~, 2002

ORDER TIME : 12:33 PM

ORDER NO. : 555402-015

200005415882-- 7

CUSTOMER NO: 7258333

CUSTOMER: Mr. Miguel Holling
Liberty Livewire Corporation
520 Broadway
5th Floor
Santa Monica, CA 90401

ARTICLES OF MERGER

THE POST EDGE, INC.

INTO

FOUR MEDIA COMPANY

RECEIVED
02 MAY - 1 AM 10:31
DIVISION OF REGISTRATION

C. Coulliette MAY 02 2002

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Sara Lea

EXAMINER'S INITIALS:

ARTICLES OF MERGER
Merger Sheet

MERGING:

THE POST EDGE, INC., a Florida corporation, K41608

into

FOUR MEDIA COMPANY, a Delaware entity F02000002139

File date: May 1, 2002

Corporate Specialist: Cheryl Coulliette

Account number: 072100000032

Amount charged: 70.00



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

May 1, 2002

CSC
ATTN: SARA
TALLAHASSEE, FL

SUBJECT: FOUR MEDIA COMPANY
Ref. Number: F02000002139

RESUBMIT
Please give original
submission date as file date.

We have received your document for FOUR MEDIA COMPANY . However, the enclosed document has not been filed and is being returned to you for the following reason(s):

We need your Plan of Merger indicated to be attached but is not.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 502A00027027

RECEIVED
02 MAY - 2 AM 10: 26
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FL 32314

ARTICLES OF MERGER
OF
THE POST EDGE, INC.
AND
FOUR MEDIA COMPANY

FILED
02 MAY - 1 PM 1:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Department of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

FIRST: Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging The Post Edge, Inc., a Florida corporation, with and into Four Media Company, a Delaware corporation.

SECOND: The shareholders entitled to vote on the aforesaid Agreement and Plan of Merger of The Post Edge, Inc. approved and adopted the Agreement and Plan of Merger by unanimous written consent on April 30, 2002.

THIRD: The shareholders of Four Media Company entitled to vote on the aforesaid Agreement and Plan of Merger approved and adopted the Agreement and Plan of Merger by written consent given by them on April 30, 2002 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.

FOURTH: The merger of The Post Edge, Inc. with and into Four Media Company is permitted by the laws of the jurisdiction of organization of Four Media Company and has been authorized in compliance with said laws.

Executed on this 30th day of April, 2002

The Post Edge, Inc.

By: George C. Platina
Name: George C. Platina
Capacity: Vice President and Treasurer

Four Media Company

By: George C. Platina
Name: George C. Platina
Capacity: Vice President and Treasurer

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is entered into as of April 30, 2002 by and between The Post Edge, Inc., a Florida corporation ("Post Edge"), and Four Media Company, a Delaware corporation ("4MC").

1. Post Edge shall be merged with and into 4MC, with 4MC surviving. 4MC shall succeed to and assume all the rights and obligations of Post Edge in accordance with Florida and Delaware law (the "Merger"). The effective date of the Merger is April 30, 2002, or such later date on which the Articles of Merger evidencing the Merger are filed with the Secretary of State of Florida (the "Effective Date").

2. Automatically, and by virtue of the Merger, on the Effective Date, each outstanding share of Post Edge's Common Stock shall be converted in the right to receive 15 shares of 4MC's Common Stock.

3. Post Edge represents and warrants to 4MC as follows:

The authorized capital stock of Post Edge consists of 5,000 shares of Common Stock, of which 2,713 are issued and outstanding. No other shares of capital stock or other voting securities of Post Edge are issued, reserved for issuance or outstanding. All outstanding shares of capital stock of Post Edge are duly authorized, validly issued, fully paid and nonassessable and not subject to preemptive rights. There are no bonds, debentures, notes or other indebtedness of Post Edge having the right to vote (or convertible into securities having the right to vote) on any matters on which stockholders of Post Edge may vote. There are no securities, options, warrants, calls, rights, commitments, agreements, arrangements or undertakings of any kind to which Post Edge is a party, or by which Post Edge is bound, obligating Post Edge to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock or other voting securities of Post Edge or obligating Post Edge to issue, grant, extend or enter into any such security, option, warrant, call, right, commitment, agreement, arrangement or undertaking. Post Edge owns no securities of any entity and it not a party to any voting agreement with respect to the voting of any of the securities of Post Edge. There are no outstanding contractual obligations of Post Edge to repurchase, redeem or otherwise acquire any shares of capital stock of Post Edge. The shareholders of Post Edge have unanimously adopted and approved this Agreement and the Merger.

4. 4MC represents and warrants to Post Edge as follows:

The authorized capital stock of 4MC consists of 3,000 shares of Common Stock, of which 1,000 are issued and outstanding. No other shares of capital stock or other voting securities of 4MC are issued, reserved for issuance or outstanding. All outstanding shares of capital stock of 4MC are duly authorized, validly issued, fully paid and nonassessable and not subject to preemptive rights. There are no bonds, debentures, notes or other indebtedness of 4MC having the right to vote (or convertible into securities having the right to vote) on any matters on which stockholders of 4MC may vote. There are no securities, options, warrants, calls, rights, commitments, agreements, arrangements or undertakings of any kind to which 4MC is a party, or by which 4MC is bound, obligating 4MC to issue, deliver or sell, or cause to be

issued, delivered or sold, additional shares of capital stock or other voting securities of 4MC or obligating 4MC to issue, grant, extend or enter into any such security, option, warrant, call, right, commitment, agreement, arrangement or undertaking. 4MC owns no securities of any entity and it not a party to any voting agreement with respect to the voting of any of the securities of 4MC. There are no outstanding contractual obligations of 4MC to repurchase, redeem or otherwise acquire any shares of capital stock of 4MC. The shareholders of 4MC have unanimously adopted and approved this Agreement and the Merger.

4. The Certificate of Incorporation of 4MC in effect immediately prior to the Merger shall be the Certificate of Incorporation of the surviving entity after the Merger and shall continue in full force and effect without further change or amendment until thereafter amended in accordance with the provisions thereof and applicable law. The By-laws of 4MC in effect immediately prior to the Merger shall constitute the By-laws of the surviving entity without change or amendment until thereafter amended in accordance with the provisions thereof and applicable law.

5. 4MC shall from time to time, as and when requested by Post Edge, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger.

6. The effect of the Merger is as prescribed by law.

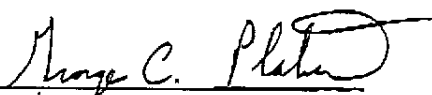
7. This Agreement shall be construed and interpreted in accordance with and governed by the substantive laws of the State of Delaware, excluding any choice-of-law principle that may require the application of the laws of another jurisdiction.


8. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

THE POST EDGE, INC.
a Florida corporation:

FOUR MEDIA COMPANY
a Delaware corporation

By: 
Name: George C. Platisa
Title: Vice President and
Treasurer

By: 
Name: George C. Platisa
Title: Vice President and
Treasurer