F54074

Florida Department of State
Division of Corporations
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To:

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Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

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MERGER OR SHARE EXCHANGE
UNIVERSAL MUSICA, INC

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	$70.00

Merger

10 6/3/10

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Universal Musica, Inc.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Liz Rolando
Contact Person

Universal Music Group
Firm/Company

10 Universal City Plaza, 111 Universal Hlyw Dr., Ste. 2150
Address

Universal City, CA 91608
City/State and Zip Code

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

For further information concerning this matter, please call:

Liz Rolando At (818) 286-6935
Name of Contact Person Area Code & Daytime Telephone Number

☐ Certified copy (optional) $8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

June 2, 2010

FLORIDA DEPARTMENT OF STATE
Division of Corporations

UNIVERSAL MUSICA, INC.
C/O UNIVERSAL MUSIC GROUP
800 THIRD AVE/TAX DEPT
NEW YORK, NY 10022-7699US

SUBJECT: UNIVERSAL MUSICA, INC.
REF: F54074

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

The document submitted does not meet legibility requirements for electronic filing. Please do not attempt to refax this document until the quality has been improved.

If you have any questions concerning the filing of your document, please call (850) 245-6964.

Irene Albritton
Regulatory Specialist II

FAX Aud. #: H10000127469
Letter Number: 610A00013670

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10 JUN -1 AM 9:15

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:

Name	Jurisdiction	Document Number (If known/ applicable)
Universal Musica, Inc.	Florida	F54074

Second: The name and jurisdiction of each merging corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
Fonohits Music Publishing, Inc.	California	2109198

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.

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the surviving corporation on 05/01/2010.

The Plan of Merger was adopted by the board of directors of the surviving corporation on ____________ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on ____________.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on 5/1/2010 and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: **SIGNATURES FOR EACH CORPORATION**

Name of Corporation	Signature of an Officer or Director	Typed or Printed Name of Individual & Title
Fonohits Music Publishing, Inc.		Michael Ostroff, Ex. V.P. & General Counsel
Universal Musica, Inc.		Michael Ostroff, Ex. V.P. & General Counsel

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated as of May 1, 2010 (this "Agreement"), among: Fonomusic, Inc, a California corporation (the "Fonohits Parent"); UMG Recordings, Inc., a Delaware corporation (the "UMG Parent"), Fonohits Music Publishing, Inc., a California corporation and wholly owned subsidiary of the Fonohits Parent ("Fonohits"); and Universal Musica, Inc., a Florida corporation and a wholly owned subsidiary of the UMG Parent ("UMusica").

RECITALS

WHEREAS, the Board of Directors and the sole shareholder of UMusica and the Board of Directors and the sole shareholder of Fonohits have approved the merger of Fonohits with and into UMusica (the "Merger"), upon the terms and subject to the conditions set forth in this Agreement and declared the Merger advisable; and

WHEREAS, the Fonohits Parent, the UMG Parent, Fonohits and UMusica desire to set forth the terms of the consummation of the Merger.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

AGREEMENT

ARTICLE 1. THE MERGER.

1.1 **The Merger**. At the Effective Date (as defined in Section 1.2 hereof), in accordance with this Agreement, the California Corporations Code (the "CCC"), and the Florida Business Organizations Code (the "FBOC"), Fonohits shall be merged with and into UMusica in the Merger, the separate existence of Fonohits shall cease (except as may be continued by operation of law), and UMusica shall continue as the surviving corporation (the "Surviving Corporation"). From and after the Effective Date, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public as well as a private nature, and shall be subject to all liabilities, obligations and penalties of Fonohits and UMusica all with the effect set for in the CCC and the FBOC.

1.2 **Filing of Certificates of Merger**. As soon as practicable on or after the date hereof, the parties hereto shall deliver to the Secretary of State of the State of California and the Secretary of State of the State of Florida, respectively, the appropriate merger related documents required under applicable law and shall make all other filings or recordings as may be required under the CCC, the FBOC, and any other applicable law in connection with the Merger. The Merger shall be effective (the "Effective Date") as of the date the certificate of merger is filed with the Secretary of State of the State of Florida, or, if and only to the extent required by the provisions of the CCC, the FBOC or any other applicable law, as of such later date as provided by the CCC, the FBOC or any other applicable law.

1.3 **Certificate of Incorporation and By-Laws; Directors and Officers; Name.** The certificate of incorporation and by-laws of UMusica as in effect immediately prior to the filing of the certificate of merger with the Secretary of State of the State of Florida shall be the certificate of incorporation and by-laws of the Surviving Corporation. The directors of UMusica immediately prior to the Effective Date shall be the directors of the Surviving Corporation, and the officers of UMusica immediately prior to the Effective Date shall be the officers of the Surviving Corporation, in each case until his or her successor is duly elected and qualified, or until his or her earlier death, resignation or removal in accordance with the Surviving Corporation's certificate of incorporation and by-laws. The name of the Surviving Corporation shall be "Universal Musica, Inc."

ARTICLE II. STATUS AND CONVERSION OF SHARES AND PAYMENT THEREFOR.

2.1 **Conversion of Shares.** (a) At the Effective Date, all shares of common stock, $ 0.01 per share, of Fonohits issued and outstanding immediately prior to the Effective Date (collectively, the "Fonohits Stock") shall by virtue of the Merger and without any action on the part of the holder thereof be converted into and thereafter evidence, one (1) validly issued, fully paid and nonassessable share of Common Stock, par value $1.00 per share, of Umusica (the "Merger Consideration").

(b) Upon or around the occurrence of the Effective Date, the Fonohits Parent shall deliver all certificates representing Fonohits Stock in exchange for a certificate representing the Merger Consideration. Until so delivered and exchanged, the certificates representing Fonohits Stock shall represent solely the right to receive the Merger Consideration, and the holder of such certificates previously evidencing shares of Fonohits Stock outstanding immediately prior to the Effective Date will cease to have any rights with respect to the Fonohits Stock, except as otherwise provided herein or by law.

ARTICLE III. TERMINATION, AMENDMENT AND WAIVER.

3.1 **Termination.** This Agreement may be terminated at any time prior to the Effective Date by mutual consent of each of the parties hereto.

3.2 **Amendment.** This Agreement may be amended by the parties hereto, but may not be amended except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.

3.3 **Extension; Waiver.** At any time prior to the Effective Date, any party hereto that is entitled to the benefits hereof may (a) extend the time for the performance of any of the obligations or other acts of any of the other parties hereto or (b) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any extension or waiver shall be valid if set forth in an instrument in writing signed and delivered on behalf of such party.

ARTICLE IV. **OTHER PROVISIONS.**

4.1 __Successors and Assigns__. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

4.2 __Governing Law__. This Agreement shall be governed by and construed in accordance with the law of the State of Florida without regard to principles of conflicts of law.

4.3 __Counterparts__. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and will become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

[Remainder of page intentionally left blank, signatures on next page.]

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

FONOHITS MUSIC PUBLISHING, INC.

By: ______________________
Michael Ostroff
Executive Vice President & General Counsel

By: ______________________
Charles Ciongoli
Executive Vice President &
Chief Financial Officer – North America

UNIVERSAL MUSICA, INC.

By: ______________________
Michael Ostroff
Executive Vice President & General Counsel

By: ______________________
Charles Ciongoli
Executive Vice President &
Chief Financial Officer – North America