

F54074

Florida Department of State
Division of Corporations
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To: Division of Corporations
Fax Number : (850) 617-6380

From: Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5368

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

Email Address: _____

10

**MERGER OR SHARE EXCHANGE
UNIVERSAL MUSICA, INC.**

Certificate of Status	0
Certified Copy	0
Page Count	00
Estimated Charge	\$60.00

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2010 JUN -1 AM 8:06

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D. BRUCE

Help JUN 2 2010

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Universal Music, Inc.
Name of Surviving Party

Please return all correspondence concerning this matter to:

Liz Rolando

Contact Person

Universal Music Group

Firm/Company

10 Universal City Plaza, 111 Universal Hollywood Drive, 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

Name of Contact Person

at (818)

Area Code and Daytime Telephone Number

230-6935

☐ 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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**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:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>Disa Latin Publishing, LLC</u>	<u>Delaware</u>	<u>Limited Liability Company</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

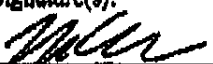
SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>Universal Music, Inc.</u>	<u>Florida</u>	<u>Corporation</u>

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.

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EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Dice Latin Publishing, LLC		Michael Ostroff
Universal Music, Inc.		Michael Ostroff

Corporations:

Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)

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

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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.

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AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated as of May 1, 2010 (this "Agreement"), among: Disa LLC, a Delaware limited liability company (the "Disa Parent"); UMG Recordings, Inc., a Delaware corporation (the "UMG Parent"); Disa Latin Publishing, LLC, a Delaware limited liability company and wholly owned subsidiary of the Disa Parent ("Disa"); 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 sole member of Disa have approved the merger of Disa 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 Disa Parent, the UMG Parent, Disa 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 Delaware Corporation Law (the "DGCL"), and the Florida Business Organizations Code (the "FBOC"), Disa shall be merged with and into UMusica in the Merger, the separate existence of Disa 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 Disa and UMusica all with the effect set for in the DGCL 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 Delaware 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 DGCL, 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 DGCL, the FBOC or any other applicable law, as of such later date as provided by the DGCL, the FBOC or any other applicable law.

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DELAWARE

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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 membership

interests of Disa issued and outstanding immediately prior to the Effective Date (collectively, the "Disa Interests") shall by virtue of the Merger and without any action on the part of the holder thereof be converted into and thereafter evidence, eighteen (18) validly issued, fully paid and nonassessable shares 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 Disa Parent shall deliver any and all documents representing the Disa Interests in exchange for a certificate representing the Merger Consideration. As of the Effective Date and until so delivered and exchanged, the certificates representing Disa Interests (if any) shall represent solely the right to receive the Merger Consideration, and the holder of such certificates will cease to have any rights with respect to the Disa Interests, 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.

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STATE OF FLORIDA

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. signature(s) on next page.]

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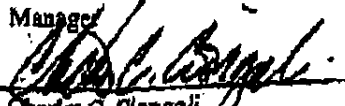
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto authorized, all as of the date first written above.

DISA LATIN PUBLISHING, LLC

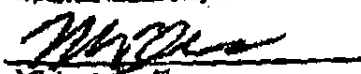
By: 

David Renzer
Manager

By: 

Charles C. Ciongoli
Authorized Signatory

UNIVERSAL MUSIC, INC.

By: 

Michael Goff
Executive Vice President & General Counsel

By: 

Charles C. Ciongoli
Executive Vice President &
Chief Financial Officer - North America

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