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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

Media Management Technologies, Inc.

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ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. <u>Media Management Technologies, LLC</u> <u>162 Dolphin Road</u> <u>Palm Beach, FL 33480</u>	<u>Florida</u>	<u>Limited Liability Co.</u>
Florida Document/Registration Number: <u>L04000002854</u>		FEI Number: <u>20-0640743</u>
2. <u>Media Management Technologies, Inc.</u> <u>c/o The Corporation Trust Company</u> <u>1209 Orange Street</u> <u>Wilmington, DE 19801</u>	<u>Delaware</u>	<u>Corporation</u>
Florida Document/Registration Number: <u>n/a</u>		FEI Number: <u>n/a</u>
3. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FEI Number: _____
4. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FEI Number: _____

(Attach additional sheet(s) if necessary)

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Media Management Technologies, Inc. c/o The Corporation Trust Company 1209 Orange Street Wilmington, DE 19801	Delaware	Corporation
Florida Document/Registration Number: <u>n/a</u>		FEI Number: <u>n/a</u>

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINTH: The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State

Q2

12:41 a.m. on January 1, 2005

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

IN WITNESS WHEREOF, SIGNATURES OF EACH PARTY:

(Note: Please see instructions for required structures.)

Name of Entity
Media Management Technologies,
LLC, a Florida LLC

Signature(s)

✓ 17th

Typed or Printed Name of Individual

Vivick Foster, Managing Member

**Media Management
Technologies, Inc., a Delaware
corporation**

12 Feb

Yusuf Fower, President

(Attach additional sheet(s) if necessary)

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Media Management Technologies, LLC (the "Merging Company")	Florida
Media Management Technologies, Inc. (the "Surviving Corporation")	Delaware

SECOND: The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Media Management Technologies, Inc.	Delaware

THIRD: The terms and conditions of the merger are as follows:

- a. **Assets.** All rights, title and interest to all of the assets owned by the Merging Company shall be owned by the Surviving Corporation without reversion or impairment and without further act or deed, but subject to any and all existing liens or encumbrances thereon.
- b. **Liabilities, Claims and Obligations.** All liabilities, claims and obligations of the Merging Company, including without limitation any fees and franchise taxes, shall be assumed by the Surviving Corporation without impairment or diminution by reason of the Merger.
- c. **Creditors and Liens.** Neither the rights of creditors nor any liens upon the assets of the Merging Company shall be impaired by the Merger.

(Attach additional sheet(s) if necessary)

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FOURTH:

- A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

At 12:01 a.m. of January 1, 2005 (the "Effective Time") and without any action on the part of any holder of membership interests or capital stock (as the case may be) of the Merging Entities, each one percent (1%) membership interest of the Merging Company shall be converted into one hundred thousand (100,000) shares of Class A voting common stock of the Surviving Corporation, with any fractional shares being rounded up to the next whole number of shares. For example, a 24.75% membership interest in the Merging Company would be converted into two million four hundred seventy-five thousand (2,475,000) shares of the Surviving Corporation's Class A voting common stock. There are no outstanding rights to acquire membership interests in the Merging Company.

- B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

There are no outstanding rights to acquire membership interests in the Merging Company.

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(Attach additional sheet(s) if necessary)

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

n/a

If General Partner is a Non-Individual,

Florida Document/Registration Number

n/a

SIXTH: If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s) managing members are as follows:

n/a

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

At the Effective Time (as defined above), the Merging Company will be merged with and into the Surviving Corporation (the "Merger"). As a result of the Merger, the separate existence of the Merging Company will cease and the Surviving Corporation will continue as the surviving entity of the Merger. The Merger shall be consummated when the parties hereto file Articles of Merger with the Secretary of State of the State of Florida, in such form as required by the Florida Limited Liability Company Act, as amended ("FLCA") and the Delaware General Corporation Law, as amended (the "DGCL"), to be effective as of 12:01 a.m., January 1, 2005 (the "Effective Time"). Following the consummation of the Merger, the Surviving Corporation's Articles of Incorporation and Bylaws, each as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation, until amended as provided therein and pursuant to the DGCL. The Merger shall have the effects specified in the FLCA and the DGCL.

The Merging Entities will take all actions necessary in accordance with the FLCA and the DGCL, as applicable, and each of their respective constituent documents to obtain approval of the Merger as may be required thereunder.

EIGHTH: Other provisions, if any, relating to the merger:

The Merging Entities hereby agree to take all necessary or appropriate actions to effectuate the Merger as contemplated by this Plan of Merger.

(Attach additional sheet(s) if necessary)

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is dated as of December 29, 2004, by and between Media Management Technologies, LLC, a Florida limited liability company (the "Merging Company"), and Media Management Technologies, Inc., a Delaware corporation (the "Surviving Corporation"). The Merging Company and the Surviving Corporation are sometimes collectively referred to herein as the "Merging Entities."

WHEREAS, the parties to this Agreement desire to have the Merging Company merge with and into the Surviving Corporation on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Merger. On the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined below), the Merging Company will be merged with and into the Surviving Corporation (the "Merger"). As a result of the Merger, the separate existence of the Merging Company will cease and the Surviving Corporation will continue as the surviving entity of the Merger. The Merger shall be consummated when the parties hereto file Articles of Merger with the Secretary of State of the State of Florida, in such form as required by the Florida Limited Liability Company Act, as amended ("FLICA") and the Delaware General Corporation Law, as amended (the "DGCL"), to be effective as of 12:01 a.m., January 1, 2005 (the "Effective Time"). Following the consummation of the Merger, the Surviving Corporation's Articles of Incorporation and Bylaws, each as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation, until amended as provided therein and pursuant to the DGCL. The Merger shall have the effects specified in the FLICA and the DGCL.

2. Approval of the Merger. The Merging Entities will take all actions necessary in accordance with the FLICA and the DGCL, as applicable, and each of their respective constituent documents to obtain approval of the Merger as may be required thereunder.

3. Terms and Conditions of the Merger.

a. Assets. All rights, title and interest to all of the assets owned by the Merging Company shall be owned by the Surviving Corporation without reversion or impairment and without further act or deed, but subject to any and all existing liens or encumbrances thereon.

b. Liabilities, Claims and Obligations. All liabilities, claims and obligations of the Merging Company, including without limitation any fees and franchise taxes, shall be assumed by the Surviving Corporation without impairment or diminution by reason of the Merger.

c. Creditors and Liens. Neither the rights of creditors nor any liens upon the assets of the Merging Company shall be impaired by the Merger.

4. Conversion of Interests. At the Effective Time and without any action on the part of any holder of membership interests or capital stock (as the case may be) of the Merging Entities, each one percent (1%) membership interest of the Merging Company shall be converted into one hundred thousand (100,000) shares of Class A voting common stock of the Surviving Corporation, with any fractional shares being rounded up to the next whole number of shares. For example, a 24.75% membership interest in the Merging Company would be converted into two million four hundred seventy-five thousand (2,475,000) shares of the Surviving Corporation's Class A voting common stock. There are no outstanding rights to acquire membership interests in the Merging Company.

5. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the substantive laws of the State of Delaware, without giving effect to any conflicts of law or principles that might result in the application of the laws of another jurisdiction.

6. Further Assurances. The Merging Entities hereby agree to take all necessary or appropriate actions to effectuate the Merger as contemplated in this Agreement.

7. Multiple Counterparts. This Agreement may be signed in any number of facsimile or original counterparts each of which shall be considered an original and all of which, when taken together, shall constitute one and the same document.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of December 29, 2004.

MERGING COMPANY:

Media Management Technologies, LLC

By: 

Varick Foster, Managing Member

SURVIVING CORPORATION:

Media Management Technologies, Inc.

By: 

Varick Foster, President

The undersigned Secretary or Assistant Secretary of Media Management Technologies, Inc. certifies that this Agreement has been adopted by Media Management Technologies, Inc. without any vote of its stockholders pursuant to Section 251(f) of the DGCL, and that no shares of stock of Media Management Technologies, Inc. were issued prior to the adoption by the board of directors of the resolution approving this Agreement.


Varick Foster, Secretary