

NO. 228 P. 1 Page 1 of 1

Florida Department of State Division of Corporations Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (showif below) on the top and bottom of all pages of the document.

(((H040001964793)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations

Fax Number

: (850)205-0380

787

From:

Account Name : CORPORATION SERVICE COMPANY

Account Number: 120000000195 Phone: (850)521-1000 Fax Number: (850)558-1575

MERGER OR SHARE EXCHANGE

SONY DISCOS LLC

Certificate of Status / RECTTNG ANKAGE	1
Certified Copy	0
Page Count	
Estimated Charge	S\$6.25

Electronic Filing Menu

Corporate Filing

Public Access Help

THIS WAS ONGWALLY FAKED ON 10/1/04, BUT
IT IS NOT SHOWING FILED YET - CAN SOMEONE
PLANSE CHACK TO SEE IF THIS WAS PRECEIVED?

https://efile.sunbiz org/scripts/efilcovr.exe

J. BRYAN OCT 1 1 2004

10/1/2004

704A-58623

10/11 @ 11:49 Am per Susie, Not to worry about cel. Huy want cert re-merger

OCT. 8: 20041 4:15PM CORPORATION SVC CO

HO4000196+79 3

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and 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:

Name and Street Address	Jurisdiction	Retity Type
I. Sany Disdos Inc. 602 Lincoln Road	Morida	Corporation
sea floor		
Hismi Bench, Florida 33139 Florida Document/Registration Number: LOVS	149 FEIN	umber, <u>13-3521924</u>
2		
Plorida Document/Registration Number	FEI N	unber:
3		
Florida Document/Registration Number:	PHI N	umber;
4.	,	
Fimids Document/Registration Number:	FEI N	umbar

(Assach additional sheet(s) if necessary)

C#12/1010(7/03)

LOCATION:

H04000196479 3

OCT. 8: 20041 4:16PM

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

Name and Street Address	Jurisdiction	Entity Type
Mony Discos LLC	Delayare	Limited Limbility
C/O SONY NMG Music Entertainment		
\$50 Madison Avenue		
New York, New York 10022		
Florida Document/Registration Number:	RRI Number	

THIRD: The attached Plan of Marger masts 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 parmership 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,

EIRTH: If ant 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, parmets, and/or members of each domestic corporation, parmership, limited partnership and/or limited liability company that is a party to the merger.

SINTH: 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,

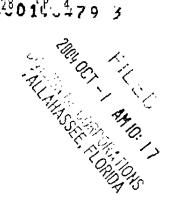
SEVENTE: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general permet of the surviving entity pursuant to section(s) 607,1108(5), 608,4381(2), and/or 620,202(2), Florida Statutes.

MIGHTH1 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.

OCT. 8: 20041 4: 16FM

CORPORATION SVC CO

NO. 228 0 1 C 479 3



NINTE: The merger shall become effective at of

ELEVENTH: SIGNATURES FOR CACE PARTY:

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

<u>or</u>

(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.

(Note: Please see instructions for required signatures.) Name of Entity Signature(s) Typed or Primed Name of Individual Sony Discos Inc. Ann Michorst, Secretary Sony Discos LLC And Bichorst Authorized Representative of member Mony MMS Music Entertainment (Attach additional sheet(s) if necessary)

OCT. 8: 20044' 4: 6PMM

CORPORALION SVC CO

NO. 228 PP. 6 **#0**4000196479 3

PLAN OF MERGER

Ance w.
ion(s) The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 507.1107, 617.1103, 603.4381, 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 mersing party are as follows:

Name

Jurisdiction

Sony Diacos Inc.

rioxida.

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

Name

Judidiction

Sony Discos LLC

Delaware

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

Agreement of Merger astrached

(Attach additional sheet(s) if necessary)

#04000196479 3

OCT. 8: 20044 4:16PMM CORPORATION SVC CO

MNO. 228 P.P. 7 H04000196479 3

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 each or other property are as follows:

Agreement of Merger attached

B. The maturer and basis of converting rights to securing interests, shares, obligations or other securities of each morged party into rights to securing interests, theres, obligations or other securities of the surviving entity, in whole or in part, into each or other property are as follows:

Agreement of Marger attached

(Attach additional sheet(s) if necessary)

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

If General Partner is a Non-Individual,

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

Florida Document/Registration Number

OCT. 8: 20044 4: 17FMM CORPORATION SVC CO

INO. 2231 FP. 8 H 0 4 0 0 0 1 9 6 4 7 9 3

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

Sony AMG Music Entertainment 550 Medison Avenue Wes York, New York 18022

SEVENTE: All statements that are required by the laws of the junicipation(s) under which each Non-Florida business entity that is a party to the marger is formed, or gamized, or incorporated are as follows:

Agreement of Marger netached

POWOCT - MID: 17

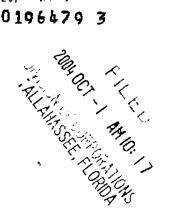
EIGHTH: Other provisions, if any, relating to the marger:
Agreement of Marger attached

(Attack additional sheet(s) (f necessary)

OCT. 3.20044 4:17FMM CORPORATION SVC CO

NO. 2281 IP. 9 H 0 4 0 0 0 1 9 6 4 7 9 3

AGREEMENT OF MERGER
OF
SONY DISCOS INC.
(a Florida Corporation)
WITH AND INTO
SONY DISCOS LLC
(2 Delaware Limited Liability Company)



AGREEMENT OF MERGER entered into as of July 15, 2004, by and between Sony Discos Inc., a Florida corporation ("Discos Inc.") and Sony Discos LLC, a Delaware limited liability company ("Discos LLC").

WHEREAS, Section 18-209 of the Limited Liability Company Act of Delaware (the "Delaware Act") and Section (19-) of the Business Corporation Law of the State of Florida (the "Florida Act") permits the merger of a Florida corporation into a Delaware limited liability company; and

WHEREAS, Discos Inc. and Discos LLC each doesn it advisable and in their best interests to merge Discos Inc. and Discos LLC pursuant to the provisions of the laws of the States of Florida and Delaware upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

- 1. Merger. Discos Inc. and Discos LLC hereby agree that Discos Inc. shall be merged with and into Discos LLC in accordance with the provisions of the Delaware Act and the Florida Act, and Discos LLC shall be the continuing and surviving entity and shall be governed by the laws of the State of Delaware.
- 2. Name. The name of the surviving entity shall be Sony Discos LLC.
- 3. Effective Date of Merger. The merger contemplated herein shall become effective upon the filing of a Certificate of Merger with the Secretary of State of the State of Delaware (the "Effective Date").

OCT. 8. 20044-4: 17PMM -CORPORATION SVC CO

- Operating Agreement of the surviving entity.
- 6. Future Operations. Subject to such changes as may be approved by the Sole Member of Discos LLC in its judgment, from and after the Effective Date:
- (a) The business presently conducted by Discos Inc. shall continue to be conducted in substantially the same form by Discos LLC; and
- (b) The principal office shall continue to be located at 550 Madison Avenue. New York, New York 10022.
- 7. Mornhership Interest of Merred Entities. The issued shares of Discos Inc. shall not be converted in any manner, but each said share which is issued as of the Effective Date shall be surrendered and extinguished.
- 8. Merger, Assumption of Liabilities. At the Effective Date, Discos Inc. shall be deemed merged into Discos LLC as provided by the Delaware Act and the Florida Act and this Agreement. All rights, privileges, and powers of Discos Inc. and all property, real, personal and mixed, and all debts due to Discos Inc., as well as all other things and causes of action belonging to Discos Inc., shall be vested in Discos III.C, and shall thereafter be the property of Discos LLC as they were of Discos Inc. All rights of credits and all liens upon any property of Discos Inc. shall be preserved and all debts, liabilities and duties of Discos Inc. shall attach to Discos Inc. and may be enforced against Discos LLC to the same extent as if said debts, liabilities and duties had been incurred and contracted by it.
- Representations and Warrantics. Discos Inc. hereby represents and warrants to Discos. LLC =a follows:
- (a) It is a Florida corporation validly existing and in good standing under the laws of New York.
- (b) The signing of this Agreement and the consummation of the transactions contemplated by this Agreement have been approved by all neccesary action on its part and do not violate any provisions of its organization documents or any other agreements or instruments to which it is a party.

Discos LLC hereby represents and warrants to Discos Inc. as follows:

- TO STATE OF THE ST (a) It is a Delaware limited liability company validly existing and in good standing und the laws of Delaware.
- (b) The signing of this Agreement and the consummation of the transactions contemplated by this Agreement have been approved by all necessary action on its part and do not violate any provisions of its organization's documents or any other agreements or instruments to which it is a party.
- 10. Notices. Any notice or request to be given under this Agreement by one party to another shall be in writing and shall be delivered personally or by certified mail, postage prepaid to the addresses set forth in Section 6(b) herein, or to such other addresses as any party may designate in writing to the other.
- 11. Counterparts. This Agreement may be in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument
- 12. No Other Agreement or Understandings. This Agreement embodies all of the agreements and understandings in relation to the subject matter of this Agreement, and no covenants, understandings or agreements in relation to this Agreement exist between the parties, except as expressly set forth in this Agreement.
- 13. No Third Party Benefit, Nothing expressed or implied in this Agreement shall be construed to confer upon or give to any person, firm, or limited liability company, other then a party to this Agreement any rights or remedies under or by reason of this Agreement.

SONY DISCOS INC.

Ann Richorst Socretary

SONY DISCOS LLC

by Sony Music Entertainment Inc.

Lira Weiss

Senior Vice President.

General Counsel and Scoretary