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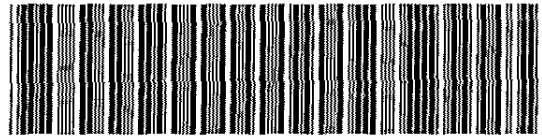
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 461870 4809298

AUTHORIZATION

COST LIMIT : \$ 50.00

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : July 1, 2005

ORDER TIME : 9:56 AM

ORDER NO. : 461870-005

CUSTOMER NO: 4809298

CUSTOMER: Ms. Beatrice O. Kwok
Riker, Danzig, Scherer,
One Speedwell Avenue

Morristown, NJ 07962-1981

ARTICLES OF MERGER

PRIMA MUSIC, L.L.C.

INTO

PRIMA MUSIC, L.L.C.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Darlene Ward

EXAMINER'S INITIALS: _____

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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>Prima Music, L.L.C.</u>	<u>New Jersey</u>	<u>LLC</u>
<u>12 Ocean Bend</u>		
<u>Island Heights, New Jersey 08732</u>		
Florida Document/Registration Number: <u>N/A</u>		FEI Number: <u>35-2173384</u>
2. _____	_____	_____

Florida Document/Registration Number: _____		FEI Number: _____
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>
<u>Prima Music, L.L.C.</u>	<u>Florida</u>	<u>LLC</u>
<u>4141 Indian Bayou North</u>		
<u>Destin, Florida 32541</u>		

Florida Document/Registration Number: L05000064942 FEI Number: N/A

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.

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

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

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

[illegible]

(Attach additional sheet(s) if necessary)

**PLAN AND AGREEMENT OF MERGER
OF
PRIMA MUSIC, L.L.C.,
a New Jersey limited liability company
INTO
PRIMA MUSIC, L.L.C.,
a Florida limited liability company**

The following Plan and Agreement of Merger, which was adopted and approved by each party to the merger in accordance with Section 42:2B-20 of the New Jersey Limited Liability Company Act (the "New Jersey Statutes"), and Section 608.4381 of the Florida Limited Liability Company Act (the "Florida Statutes"), is being submitted and entered into in accordance with Section 42:2B-20 of the New Jersey Statutes and Section 608.438 of the Florida Statutes:

FIRST: The name of the merging entity is PRIMA MUSIC, L.L.C., a limited liability company organized under the laws of the State of New Jersey (herein sometimes referred to as the "Merging Entity"). PRIMA MUSIC, L.L.C. has its principal office at 12 Ocean Bend, Island Heights, New Jersey 08732-1059.

SECOND: The name of the surviving entity is PRIMA MUSIC, L.L.C., a limited liability company organized under the laws of the State of Florida (herein sometimes referred to as the "Surviving Entity"). PRIMA MUSIC, L.L.C. has its principal office at 4141 Indian Bayou North, Destin, Florida 32541.

THIRD: The terms and conditions of the proposed merger are as follows: Upon the effective date of the merger, the separate existence of the Merging Entity shall thereupon cease. The separate existence of the Surviving Entity, with all its purposes, objects, rights, privileges, powers and franchises, as such are in effect immediately prior to the merger, shall continue unaffected and unimpaired as a result of the merger. The Surviving Entity shall

succeed to all of the rights, privileges, powers and franchises, of a public as well as of a private nature, of the Merging Entity, all of the properties and assets (real, personal and mixed) of the Merging Entity, and all of the debts, causes in action and other interests due or belonging to the Merging Entity and shall be subject to, and responsible for, all of the debts, liabilities and duties of the Merging Entity with the effect prescribed under applicable law.

FOURTH: Upon the effective date of the merger, by virtue of the merger and without any further action on the part of any member of the Merging Entity or the Surviving Entity, all of the currently outstanding membership interests in the Merging Entity and the Surviving Entity shall be canceled and the members of the Merging Entity shall receive the same percentage membership interests and rights to acquire interests in the Surviving Entity that such persons had as members in the Merging Entity.

FIFTH: The management of the Surviving Entity shall be vested in its sole managing member. The name and address of such managing member shall be Gia Prima, 4141 Indian Bayou North, Destin, FL 32541.

SIXTH: The members of the Merging Entity and the Surviving Entity deem it desirable and in their respective best interests that the Merging Entity and the Surviving Entity be merged and have duly adopted, approved and adopted this Plan and Agreement of Merger.

The foregoing Plan and Agreement of Merger, having been approved and adopted by all of the members of the Merging Entity and the Surviving Entity by unanimous written consent without meetings, as authorized by their governing instruments and by the laws of the State of New Jersey and the State of Florida, is hereby executed as of the 30th day of June, 2005.

PRIMA MUSIC, L.L.C., a New Jersey
limited liability company

By: _____

Name: Gia Prima

Title: Member

PRIMA MUSIC, L.L.C., a Florida limited liability
company

By: _____

Name: Gia Prima

Title: Member