

FEB. 9 2009 3:53PM

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NO. 850

P. 1

205000/22988

Florida Department of State
Division of Corporations
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Division of Corporations
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From:

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Account Number : I200000000195
Phone : (850) 521-1000
Fax Number : (850) 558-1575

351

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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MERGER OR SHARE EXCHANGE

SAMY COMPANY

Certificate of Status	0
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EXAMINER

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2009 FEB -9 AM 8:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

205-000122988

**Certificate of Merger
For
Florida Limited Liability Company**

2009 FEB 09 PM 12:31
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

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The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, 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>Samy Media, LLC</u>	<u>Florida</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>Samy Company</u>	<u>Delaware</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.

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:

Effective as of date of filing.

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:

2711 Centerville Road, Suite 400

Wilmington, Delaware 19808

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 700 Brooker Creek Blvd, #1000

Oldsmar, Florida 34677

Mailing address: 700 Brooker Creek Blvd, #1000

Oldsmar, Florida 34677

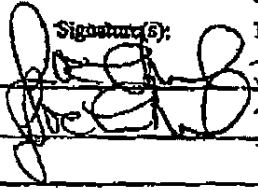
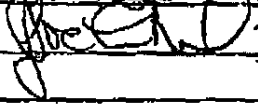
DEPARTMENT OF STATE
TREASURER
HASSEK, FLORIDA

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b.) Appoint the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraised rights of its members under ss. 608.4351-608.4359, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
<u>Samy Media, LLC</u>		<u>Joe Lathos</u>
<u>Samy Company</u>		<u>Joe Lathos</u>

Corporation:	Chairman, Vice Chairman, President or Officer <i>(If no director selected, signature of incorporator)</i>
General partnership:	Signature of a general partner or authorized person
Florida Limited Partnership:	Signatures of all (general) partners
Non-Florida Limited Partnership:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fee: For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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 TALLAHASSEE, FLORIDA

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CLERK OF DISTRICT COURT
STATE OF FLORIDA

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of February 9, 2009 (this "Agreement"), by and between Samy Company (f/k/a Samy Holding Company), a Delaware corporation (the "Company"), and Samy Media, LLC, a Florida limited liability company and a wholly owned subsidiary of the Company ("Samy Media"), is entered into in accordance with Section 608.438(3) of the Florida Limited Liability Company Act (the "FLLCA") and Section 264(b) of the Delaware General Corporation Law (the "DGCL").

WHEREAS, the Company is a corporation duly organized and in good standing under the laws of the State of Delaware;

WHEREAS, Samy Media is a limited liability company duly organized and in good standing under the laws of the State of Florida;

WHEREAS, the parties hereto intend that Samy Media merge with and into the Company and that the Company continue as the surviving entity in such merger, upon the terms and subject to the conditions set forth herein and in accordance with the laws of the State of Delaware and the State of Florida;

WHEREAS, the Company is the sole member and sole manager of Samy Media and has a one hundred percent (100%) ownership interest in Samy Media;

WHEREAS, the Board of Directors of the Company has approved the Merger (as defined below) and the form and terms of this Agreement, pursuant to Sections 141(f) and 264(c) of the DGCL;

WHEREAS, the stockholders of the Company have approved the Merger and the form and terms of this Agreement, pursuant to Sections 228 and 264(e) of the DGCL; and

WHEREAS, the Company, in its capacities as the sole member and sole manager of Samy Media, has approved the Merger and the form and terms of this Agreement, pursuant to Sections 608.4231(8) and 608.4381(1) of the FLLCA.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties hereto agree as follows:

ARTICLE I.

MERGER.

SECTION 1.1. Merger. Subject to the terms of this Agreement, upon the Company's filing of the Certificate of Merger with the Department of State of the State of Florida, in accordance with Section 608.4382 of the FLLCA, and a Certificate of Merger with the Secretary of State of the State of Delaware, in accordance with Section 264(c) of the DGCL (the time as of when such filings have been effected, the "Effective Time"), Samy Media shall be merged with and into the Company (the merger effected thereby, the "Merger").

SECTION 1.2. Effective Time of Merger. At the Effective Time, Samy Media shall be merged with and into the Company, the separate limited liability company existence of Samy Media shall cease and the Company shall continue as the surviving corporation under the laws of the State of Delaware (the "Surviving Corporation").

SECTION 1.3. Effect of Merger.

(a) **General.** The effect of the Merger shall be as provided in Section 259 of the DGCL and Section 608.4383 of the FLLCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all of the property, rights, privileges, powers and franchises of Samy Media shall vest in the Surviving Corporation, and all debts, liabilities and duties of Samy Media shall become the debts, liabilities and duties of the Surviving Corporation.

(b) **Service of Process.** From and after the Effective Time, the Surviving Corporation is deemed to appoint the Secretary of State of the State of Florida as its agent of process in any proceeding to enforce any obligation of the Company or of Samy Media.

ARTICLE II.

**CONSTITUENT ENTITIES, ORGANIZATIONAL
DOCUMENTS, OFFICERS AND DIRECTORS.**

SECTION 2.1. Names of Constituent Entities.

- (a) The names of the constituent entities are "Samy Company" and "Samy Media, LLC."
- (b) The name of the surviving entity of the Merger shall be "Samy Company."

SECTION 2.2. Certificate of Incorporation and Bylaws of the Surviving Corporation. At the Effective Time, the Certificate of Incorporation, as amended, and the Bylaws of the Company, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation and Bylaws of the Surviving Corporation until duly amended as provided therein or by applicable law.

SECTION 2.3. Directors and Officers of the Surviving Corporation. At the Effective Time, the current directors and officers of the Company shall be the directors and officers of the Surviving Corporation until their respective successors shall be duly elected or appointed and qualified.

SECTION 2.4. Articles of Organization and Operating Agreement of Samy Media. The Articles of Organization and Operating Agreement of Samy Media, as in effect immediately prior to the Effective Time, shall be of no further force and effect immediately upon the occurrence of the Effective Time.

ARTICLE III.

CANCELLATION OF SAMY MEDIA MEMBERSHIP INTEREST.

SECTION 3.1. Membership Interest and Common Stock.

(a) Samy Media Membership Interest. The Company has a one hundred percent (100%) membership interest in Samy Media (the "Samy Media Membership Interest"). Samy Media does not have any other outstanding membership or other equity interests.

(b) Outstanding Company Common Stock. The Company has 100 shares of common stock, par value \$0.0001 per share, outstanding (the "Outstanding Company Common Stock"). The Company does not have any other outstanding shares or interests.

SECTION 3.2. Cancellation of Samy Media Membership Interest. At the Effective Time, by virtue of the Merger and without any action on the part of the Company or Samy Media, the Samy Media Membership Interest shall be cancelled.

ARTICLE IV.

MISCELLANEOUS.

SECTION 4.1. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Samy Media such deeds and other instruments, and there shall be taken or caused to be taken by the Surviving Corporation, all such further and other actions as shall be appropriate or necessary in order to vest, perfect or confirm in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, trademarks, patents, licenses, intellectual property and authority of Samy Media, and otherwise to carry out the purposes of this Agreement. The Surviving Corporation is fully authorized, on behalf of the Surviving Corporation or Samy Media, to take any and all such actions and to execute and deliver any and all such deeds, documents and other instruments.

SECTION 4.2. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A party hereto may deliver an executed copy of this Agreement via facsimile or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen.

SECTION 4.3. Severability. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.

SECTION 4.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except to the extent the laws of the State of Florida shall mandatorily apply to the Merger.

SECTION 4.5. Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and their respective successors, legal representatives and permitted assigns, any rights or remedies under or by reason of this Agreement.

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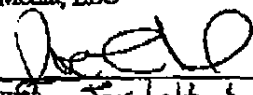
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be duly executed as of the date first above written.

Samy Company (f/k/a Samy Holding Company),
as sole member and sole manager

By: 
Name: Joe Lathau
Title: CEO

Samy Media, LLC

By: 
Name: Joe Lathau
Title: CEO

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CLERK OF COURT
TALLAHASSEE, FLORIDA

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