

LO7000066871

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

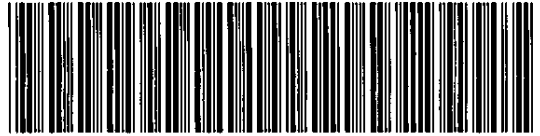
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

*[Handwritten Signature]*

Office Use Only



000104668450

FILED

07 JUN 28 PM 4:39  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RECEIVED

07 JUN 28 PM 2:43  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 973844 4328353

AUTHORIZATION :

COST LIMIT :

*[Signature]*

FILED  
07 JUN 28 PM 4:39  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ORDER DATE : June 28, 2007

ORDER TIME : 2:19 PM

ORDER NO. : 973844-005

CUSTOMER NO: 4328353

ARTICLES OF MERGER

ALL STAR MEDIA LLC

INTO

ALL STAR MEDIA LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

       CERTIFIED COPY  
XX        PLAIN STAMPED COPY

CONTACT PERSON: Harry B. Davis

EXAMINER'S INITIALS: \_\_\_\_\_

p.7  
p.7  
07 JUN 28 PM 4:39  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

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>
All Star Media LLC	Florida	limited liability company
All Star Media LLC	New York	limited liability company

**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>
All Star Media LLC	Florida	limited liability company

**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:

JULY 1, 2007

**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 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:

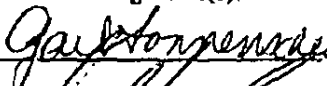

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b.) Appoints 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 appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
All Star Media LLC		Gail Sonnenschein
All Star Media LLC		Howard Sonnenschein

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

<b><u>Fees:</u></b> 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

<b><u>Certified Copy (optional):</u></b>	\$30.00
--	---------

## PLAN OF MERGER

**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>
All Star Media LLC	Florida	limited liability company
All Star Media LLC	New York	limited liability company

**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>
All Star Media LLC	Florida	limited liability company

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

Effect of Merger. At the Effective Time, (a) the separate existence of the Merging Company shall cease and the Merging Company shall be merged with and into the surviving Company and the surviving Company, a Florida limited liability company will be the surviving entity pursuant to the terms of the Articles of Merger; (b) the Articles of Organization and Operating Agreement of the surviving Company, as in effect immediately prior to the Effective Time, shall be the Articles of Organization and Operating Agreement of the surviving entity until duly amended in accordance with their terms and applicable law; (c) each Membership Interest of the Merging Company outstanding immediately prior to the Effective Time shall be converted as provided below; (d) The Membership Interest of the surviving Company outstanding immediately prior to the Effective Time shall be cancelled as provided below; (e) the Member of the Merging Company receiving the Membership Interests of the surviving Company as set forth above shall be the Member of the surviving Company as the surviving entity, and the Manager of the surviving Company shall be the Manager of the surviving entity; and (f) the Merger shall have all of the effects provided by applicable law. See additional sheet attached.

*(Attach additional sheet if necessary)*

All Star Media LLC

Third continued:

Until the Effective Time, each of the Merging Company and the surviving Company shall continue to conduct its business without material change and shall not make any distribution or other disposition of assets, capital, or surplus, except in the ordinary course of business or with the consent of the other.

At and after the Effective Time, without further act or deed, all of the rights, privileges, and powers, and all of the property, real, personal and mixed of, and all debts due to Merging Company, as well as all of the things and caused of action belonging to Merging Company shall be the property of the surviving Company as they were the property of the Merging Company, and the title to any real estate vested by deed or otherwise in Merging Company shall not revert or be in any way impaired by reason of the Merger; all rights of creditors and all liens upon any property of any of the parties hereto shall be preserved unimpaired, and all debts, liabilities, and duties of the respective parties hereto shall henceforth attach to the surviving Company and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

**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 others securities of the survivor, in whole or in part, into cash or other property is as follows:

Each percentage interest of Membership Interest of the Merging Company that is issued and outstanding immediately prior to the Effective Time shall be converted into, and shall represent the right to receive the same percentage interest of Membership Interest of the surviving Company, as the surviving entity. All of the percentage interest of the Membership Interests of the Merging Company, when so converted, shall automatically be cancelled, shall cease to exist and shall no longer be outstanding. The percentage interest of the Membership Interests of the surviving Company that is issued and outstanding immediately prior to the Effective Time shall automatically be cancelled, shall cease to exist and shall no longer be outstanding at the Effective Time. Until surrendered, each certificate, agreement, or other instrument which prior to the Effective Time represented a Merging Company Membership interest, if any, shall be deemed at the Effective Time for all purposes to represent only the right to receive the percentage interest of Membership interest of the surviving Company as provided in this Article 4.

*(Attach additional sheet if necessary)*

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

n/a

*(Attach additional sheet if necessary)*



Jun 28 '07 10:32a Gail Sonnenschein  
Jun 28 '07 08:46a All Star Media

3059325005  
2126452090

p.13  
p. 13

**FIFTH:** Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

---

---

---

---

---

---

---

---

*(Attach additional sheet if necessary)*

**SIXTH:** Other provisions, if any, relating to the merger are as follows:

---

---

---

---

---

---

---

---

*(Attach additional sheet if necessary)*