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(Requestor's Name)

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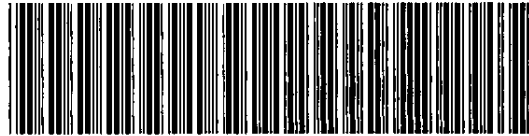
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2010 OCT 19 AM 9:36

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C. LEWIS

OCT 19 2010

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Buzzmachine Studios, LLC
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Christine M. Painter

Contact Person

Riezman Berger, P.C.

Firm/Company

7700 Bonhomme Avenue, 7th Floor

Address

St. Louis, Missouri 63105

City, State and Zip Code

painter@riezmanberger.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Christine M. Painter

Name of Contact Person

at (314)

727-0101

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

STREET ADDRESS:

Registration Section Registr
Division of Corporations
Clifton Building P.
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

ation Section
Division of Corporations
O. Box 6327
Tallahassee, FL 32314

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

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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>
Buzzmachine Studios, LLC	Washington	Limited Liability Co.
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>
Buzzmachine Studios, LLC	Florida	Limited Liability Co.

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:

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 entitles 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:

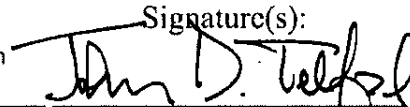
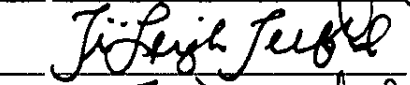
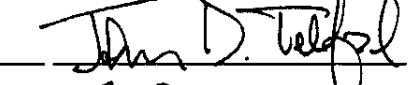
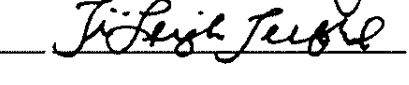
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

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:
Buzzmachine Studios, LLC, a Washington limited liability company		John D. Telford, Co-Trustee of the Telford Joint Revocable Trust dated 9/6/07, sole member
		Ti-Leigh Telford, Co-Trustee of the Telford Joint Revocable Trust dated 9/6/07, sole member
Buzzmachine Studios, LLC, a Florida limited liability company		John D. Telford, Co-Trustee of the Telford Joint Revocable Trust dated 9/6/07, sole member
		Ti-Leigh Telford, Co-Trustee of the Telford Joint Revocable Trust dated 9/6/07, sole member

Corporations:	Chairman	an, Vice Chairman, President or Officer
		<i>(If no directors selected, signature of incorporator.)</i>
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

Fees: 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

Certified Copy (optional): \$30.00

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 TALLAHASSEE FLORIDA

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TALLAHASSEE, FLORIDA

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>
Buzzmachine Studios, LLC	Washington	Limited Liability Co.

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>
Buzzmachine Studios, LLC	Florida	Limited Liability Co.

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

Subject to and in accordance with the terms of the Plan of Merger, upon the effectiveness of these Articles of Merger, Buzzmachine Studios, LLC, a Washington limited liability company ("Washington LLC") shall be merged with and into Buzzmachine Studios, LLC, a Florida limited liability company ("Florida LLC") and Florida LLC shall be the surviving entity in the merger. The surviving entity shall succeed by operation of law, without other transfer, deed or action, to all of the rights, title, privileges, immunities, franchises, interests and property, tangible or intangible, of Washington LLC, and shall assume all debts, obligations, and liabilities of Washington LLC as if Florida LLC had itself incurred such debts, obligations and liabilities. Neither the rights of creditors nor any liens upon the property of the surviving entity or Washington LLC shall be impaired by this merger.

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sole member

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:

Immediately prior to the Merger, the sole Member of Washington LLC ("Trust") is the record and beneficial owner of all Membership Interests - being any and all rights, privileges and interest that a member of a limited liability company may have in a limited liability company, including but not limited to rights to capital, rights to profits/losses, rights to distributions, and voting rights, of any name or nature - in Washington LLC and as of the Effective Date of this Merger, all Membership Interests of Washington, LLC shall, by virtue of the Merger and without any action on the part of the Member of either of the merging entities, be cancelled, and the Trust shall be the sole member of Florida LLC. Each Membership Interest of the Florida LLC, issued and outstanding prior to the Effective Date, shall remain issued and outstanding from and after the Effective Date.

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:

Immediately prior to the Merger, the sole member of Washington LLC ("Trust") is the record and beneficial owner of all Membership Interests (as defined above) in Washington LLC and as of the Effective Date of the Merger, all Membership Interests of Washington LLC shall, by virtue of the Merger and without any action on the part of the Member of either of the merging entities, be cancelled, and the Trust shall be the sole Member of Florida LLC. Each Membership Interest of the Florida LLC, issued and outstanding prior to the Effective Date, shall remain issued and outstanding from and after the Effective Date.

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:

This Merger shall be effective in the State of Florida upon the filing of the
Articles of Merger ("Effective Date"). This Merger may be abandoned prior to the
Effective date by mutual consent of the merging parties.

(Attach additional sheet if necessary)

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TALLAHASSEE, FLORIDA