

L11000048983

(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:

**L. SELLERS**

APR 26 2011

**EXAMINER**

*Merger - Pt. 2*

Office Use Only



700196742857

700196742857  
03/31/11--01032--002 \*\*195.00

**FILED**  
11 APR 11 AM 10:57  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**James D. Baron  
1005 Bent Road  
Tampa, Florida 33612  
March 31, 2011**

Florida Department of State  
Division of Corporations – Corporate Filings  
Clifton Building – 2661 Executive Center Circle  
Tallahassee, Florida 32301

Via Overnight Courier Service

Ladies and Gentlemen:

Your records will reflect the active status of Musically Overjoyed, Inc., a Florida corporation originally rendered effective as of January 1, 2004 (the “Corporation”). In its most recently filed Annual Report I am identified as the corporation’s president and secretary. I herein advise that I am also its sole shareholder. In that regard, I am enclosing with this letter the following documents for filing as of April 1, 2011:

- a. Articles of Organization of Musically Overjoyed, LC, to be operated as a domestic limited liability company (the “Company”); and
- b. Articles of Merger pursuant to which, effective as of April 1, 2011, the Corporation is to be merged with and into the Company; to which is attached, as Exhibit A, the Plan of Merger between those entities.

Also enclosed is my check, made payable to the Florida Department of State, in the face amount of \$195, in satisfaction of the following fees:

a.	limited liability company filing fee	\$100.00
b.	registered agent fee	25.00
c.	Articles of Merger	<u>70.00</u>
		<u>\$195.00</u>

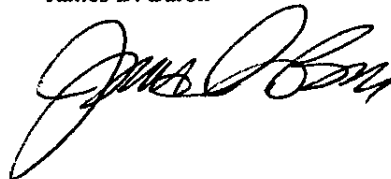
With regard to last increment of such aggregate fee, as your “corporate” fee schedule designates the per party charge for Articles of Merger as being \$35.00, whereas the “limited liability company” schedule specifies the lesser figure of \$25.00, I have opted to enclose the higher total ( $\$35 \times 2 = \$70.00$ ), but should that amount be excessive, I assume that you will refund the excess.

Thank you for your attention to this matter.

Yours truly,

James D. Baron

w/ enclosures



**ARTICLES OF MERGER**  
between  
**MUSICALLY OVERJOYED, INC.**  
with and into  
**MUSICALLY OVERJOYED, LLC**

Pursuant to applicable provisions of the Florida Business Corporation Act and the Limited Liability Company Act, respectively Chapters 607 and 608, Florida Statutes, the undersigned entities adopt the following Articles of Merger:

1. An Agreement and Plan of Merger reflecting an intended merger of Musically Overjoyed, Inc., a Florida corporation (the "Nonsurviving Company"), with and into Musically Overjoyed, LLC, a Florida limited liability company, (the "Surviving Company" and together with the Nonsurviving Company, the "Constituent Companies"), has been entered into by the Constituent Companies effective as of April 1, 2011 (the "Plan of Merger"), a copy of which attaches hereto as Exhibit A. The Plan of Merger was unanimously adopted and approved by all owners of each of the Constituent Companies.

2. The number of outstanding shares of capital stock of the Nonsurviving Company is 100.

3. The number of outstanding units of equity ownership interest of the Surviving Company is 100.

4. The number of outstanding shares of capital stock of the Nonsurviving Company's being voted for the Plan of Merger was 100, and no such shares were voted against the Plan of Merger. The number of outstanding units of the Surviving Company's equity ownership interest voting for the Plan of Merger was 100, and no such units were voted against the Plan of Merger. The number of outstanding shares or units of the equity ownership interests of each of the Constituent Companies voting for the Plan of Merger was sufficient for its approval by each of the Constituent Companies.

5. The effective date of approval of the Plan of Merger by the shareholders of the Nonsurviving Company is April 1, 2011.

6. The effective date of approval of the Plan of merger by the members of the Surviving Company is April 1, 2011.

7. These Articles of Merger, and the merger transaction identified herein, shall become effective, in accordance with the provisions of Section 608.4382, Florida Statutes, and subject to such Articles being filed with the Office of the Florida Secretary of State, on April 1, 2011.

DATED as of April 1, 2011

Musically Overjoyed, Inc.

By: \_\_\_\_\_

James D. Baron, President

Musically Overjoyed, LLC

By: \_\_\_\_\_

James D. Baron, a Member

11 APR 1 AM 10:57  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

## PLAN OF MERGER

This Plan of Merger sets forth the terms and conditions of the merger of **MUSICALLY OVERJOYED, INC.**, a Florida corporation ("**MOINC**" or the "**Nonsurviving Company**"), with and into **MUSICALLY OVERJOYED, LLC**, a Florida limited liability company ("**MOLC**" or the "**Surviving Company**"):

1. **Merger; Effective Date; and Effect upon Surviving Company.** MOINC shall be merged with and into MOLC, effective as of April 1, 2011 and subject to the filing by that date by the parties to such merger of Articles of Merger with the office of the Florida Secretary of State (the "**Effective Date**"), and MOLC shall thereafter continue in existence as the Surviving Company to such merger, with all rights, franchises, properties and other interests of each of MOINC and MOLC, and all obligations and liabilities thereof, being deemed transferred to, vested in and becoming the interests, obligations and liabilities of, the Surviving Company by virtue of the merger, without the execution, delivery or recording of any deed, bill of sale or other instrument of transfer, assignment or conveyance being required.

2. **Conversion of Equity Interests.** The manner and basis of converting the units of equity ownership interest of each party to such merger into equity interests, obligations or other securities of the Surviving Company or into money or other property in whole or in part shall be as follows:

a. Upon the Effective Date of the merger, each issued and outstanding share of capital stock of MOINC shall become and be converted into one unit of the issued and outstanding equity ownership interest of the Surviving Company, whether surrendered for conversion and exchange or not, and shall thereafter, for all purposes, represent a single unit of the equity ownership interest of the Surviving Company. Each outstanding certificate representing one or more shares of MOINC's capital stock shall thereafter represent that same number of units of the equity ownership interest of the Surviving Company and the holder thereof shall be entitled to precisely the same rights of ownership he or it would enjoy if holding one or more unit certificates issued by the Surviving Company. Upon surrender to the Surviving Company at its offices of any certificate heretofore issued by MOINC, the registered holder shall receive in exchange therefor one or more certificates evidencing an equity ownership interest in the Surviving Company, each being in such denomination and registered in such name as such holder may reasonably request.

b. Upon the Effective Date of the merger, each of the outstanding units of equity ownership interest theretofore issued by MOLC shall retain its fully paid and non-assessable status without the necessity by any holder of any number of such units to surrender or exchange his or its certificate(s) evidencing such ownership, and each such holder shall be entitled to precisely the same rights of ownership he or it would enjoy if holding one or more units of equity ownership interest issued by the Surviving Company.

3. **Approval of Owners.** This Plan of Merger shall be subject to the approval of those members of the Surviving Company and shareholders of the Nonsurviving Company who hold a majority of the units of equity ownership interest issued by each such entity; and if so approved the merger provided for in this Plan shall become effective as stated in Section 1. above.

4. **Effect of Merger on Nonsurviving Company.** Upon the merger taking effect, the separate corporate existence of MOINC, as the Nonsurviving Company, shall cease to exist.

5. **Articles of Organization and Operating Agreement of the Surviving Company.** On the Effective Date of the merger, the Articles of Organization and Operating Agreement of the Surviving Company shall be the Articles of Organization and Operating Agreement of MOLC as they exist immediately before such Effective Date.

6. **Surviving Company's Governance.** On and after the Effective Date of the merger, the management of the Surviving Company shall, pending further action by the Surviving Company's members, be

identical to the management of MOLC as then exists, and its business address, 1005 Bent Road, Tampa, Florida 33612, shall be the business office of the Surviving Company.

7. **Further Assurances.** If, at any time after the Effective Date of the merger, the Surviving Company, or any successor or assignee thereof, shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (i) to vest, perfect, confirm or record in the Surviving Company, or such successor or assignee, title to or possession of any property, right or interest of MOINC or MOLC acquired as a result of the merger, or (ii) otherwise to carry out the purposes of this Plan of Merger or other agreement of the parties hereto, the Surviving Company shall cause there to be executed and delivered, in the name of MOINC or MOLC, as applicable, all such deeds, assignments and assurances in law and undertake all acts necessary or proper to vest, perfect or confirm title to, and possession of, such property, rights or interests in the Surviving Company and otherwise to carry out the purposes of this Plan of Merger; and each of the members of the Surviving Company is authorized, in the name and on behalf of MOINC or MOLC, or otherwise, to take any and all such action.

8. **Abandonment of Merger.** At any time before the Effective Date of the merger, this Plan of Merger may be terminated and the merger may be abandoned by action of the members of either MOINC or MOLC, notwithstanding approval of this Plan of Merger by the holders of a requisite majority in interest of the units of equity ownership interest of the Surviving and Nonsurviving Companies.

9. **Counterparts.** This Plan of Merger may be executed in any number of counterparts, by means of multiple signature pages each containing less than all required signatures, and by means of facsimile signatures, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In Witness Whereof, MOINC and MOLC have each caused this Plan of Merger to be executed by its respective members thereunto authorized.

Dated: April 1, 2011

MUSICALLY OVERJOYED, INC.

By:   
James D. Baron, President

MUSICALLY OVERJOYED, LC

By:   
James D. Baron, Member