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No. 0276 P. 1

L12000082877

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**MERGER OR SHARE EXCHANGE
MOMEDIA SUB LLC**

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EXAMINER

Jul. 13. 2012 3:54PM

No. 0276 P. 2

**CERTIFICATE OF MERGER
OF
HABANA AVENUE, LLC
INTO
MOMEDIA SUB, LLC**

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The following Certificate of Merger is submitted to merge the following Florida Limited Liability Companies in accordance with s. 608.432, *Florida Statutes*.

FIRST: The exact name, form/entity type and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Form/Entity Type</u>	<u>Jurisdiction</u>
MOMEDIA SUB, LLC	Limited Liability Company	Florida
HABANA AVENUE, LLC	Limited Liability Company	Florida

L04000047 349
SECOND: The exact name, form/entity type and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Form/Entity Type</u>	<u>Jurisdiction</u>
MOMEDIA SUB, LLC	Limited Liability Company	Florida

THIRD: The Agreement and Plan of Merger is attached hereto as Exhibit "A" and incorporated herein by reference in its entirety.

FOURTH: The Agreement and Plan of Merger was duly adopted by the sole member of MOMEDIA SUB, LLC on July 13, 2012, in accordance with the applicable provisions of Chapter 608, *Florida Statutes*, and was duly adopted by the sole member of HABANA AVENUE, LLC on July 13, 2012, in accordance with the applicable provisions of Chapter 608, *Florida Statutes*.

FIFTH: The effective date of the merger shall be as of the date of the filing of this Certificate of Merger with the Florida Secretary of State.

Executed on this 13th day of July, 2012.

MOMEDIA SUB, LLC, a Florida limited liability company HABANA AVENUE, LLC, a Florida limited liability company

By: 
Andrew S. White, Manager

By: 
Steven J. Levy, Manager

Jul. 13. 2012 3:55PM

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EXHIBIT "A"

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated this 13th day of July, 2012 (this "**Agreement**"), is made and entered into by and between **HABANA AVENUE, LLC**, a Florida limited liability company ("**Habana**"), and **MOMEDIA SUB, LLC**, a Florida limited liability company (the "**SURVIVING COMPANY**"). **Habana** and **SURVIVING COMPANY** being sometimes referred to herein as the "**Constituent Companies**".

WITNESSETH:

WHEREAS, **Habana** is a limited liability company duly organized under the laws of the State of Florida; and

WHEREAS, the **SURVIVING COMPANY** is a limited liability company duly organized under the laws of the State of Florida; and

WHEREAS, pursuant to the terms of that certain Equity Exchange and Reorganization Agreement entered into by the Constituent Companies, among others, the Members of each of the Constituent Companies deem it advisable for the general welfare of such Constituent Companies and its Members that **Habana** be merged into the **SURVIVING COMPANY**, which **SURVIVING COMPANY** shall be the surviving limited liability company, and that the name of the **SURVIVING COMPANY** will be **HABANA AVENUE, LLC**; and

WHEREAS, for state law purposes the transaction shall qualify as a statutory merger under the laws of the State of Florida, and for federal income tax purposes, it is intended that the merger shall qualify as a reorganization in accordance with the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, the Constituent Companies hereby agree that **Habana** shall be merged with and into the **SURVIVING COMPANY** in accordance with the applicable laws of the State of Florida and the terms and conditions of the following Agreement and Plan of Merger:

ARTICLE I **The Constituent Companies**

The names of the Constituent Companies to the merger are **HABANA AVENUE, LLC** (Florida Document No. L04000047349) and **MOMEDIA SUB, LLC** (Florida Document No. L12000082877).

ARTICLE II **The Merger**

On the Effective Date (as hereinafter defined), **Habana** shall be merged with and into the **SURVIVING COMPANY** (the "**Merger**"), upon the terms and subject to the conditions hereinafter set forth as permitted by and in accordance with the provisions of the Florida Limited Liability Company Act (Florida Statutes Chapter 608) (the "**Act**").

ARTICLE III

Effect of Merger

From and after the filing of the Certificate of Merger in the Office of the Secretary of State of the State of Florida in accordance with Article VII hereof, the Constituent Entities shall be a single limited liability company which shall be the SURVIVING COMPANY, taking the name of Habana Avenue, LLC. From and after such filing, the separate existence of Habana shall cease, while the existence of the SURVIVING COMPANY shall continue unaffected and unimpaired, other than the name change provided in Article III, hereinabove. The SURVIVING COMPANY shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a limited liability company organized under the Act. The SURVIVING COMPANY shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as a private, nature of each of the Constituent Companies. All property, real, personal and mixed, and all debts due on whatever account, all other choses in action, and all and every other interest of or belonging to or due to each of the Constituent Companies shall be taken and deemed to be transferred to and vested in the SURVIVING COMPANY without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Companies, shall not revert or be in any way impaired by reason of such Merger. The SURVIVING COMPANY shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Companies, and any claim existing or action or proceeding pending by or against any of the Constituent Companies may be prosecuted as if such Merger had not taken place, or the SURVIVING COMPANY may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Companies shall be impaired by such Merger.

ARTICLE IV

Articles of Organization and Operating Agreement of SURVIVING COMPANY

In accordance with Section 608.438(4)(a), *Florida Statutes*, the Articles of Organization of the SURVIVING COMPANY shall be amended by this Agreement and Plan of Merger to change the name of the SURVIVING CORPORATION to the following:

"1. Name. The name of this limited liability company is **HABANA AVENUE, LLC** (the "Company"), and it shall be formed as a limited liability company under Chapter 608 of the laws of the State of Florida."

"4. Management of the Company. The management of the Company shall be vested in the managers of the Company. The name and address of the initial manager of the Company is **Steven J. Levy, 8670 66th Court North, Pinellas Park, Florida 33782.**"

The Operating Agreement of the SURVIVING COMPANY as it existed immediately prior to giving effect to the Merger shall survive the Merger until the same shall thereafter be further amended or repealed as provided therein and by applicable law.

ARTICLE V
Treatment of Membership Interests of Constituent Companies

By virtue of the Merger and without any action on the part of the Members of the Constituent Companies thereof, upon the Effective Date pursuant to this Agreement and Plan of Merger, the membership interests of the Members of the Constituent Companies currently owned by the Members of those limited liability companies shall be treated in the following manner:

1. Each membership interest of the SURVIVING COMPANY shall continue to be the same membership interests of the SURVIVING COMPANY with the same voting powers, restrictions and qualifications as existed immediately prior to the filing of the Certificate of Merger in accordance with Article VII. In furtherance of, but without limiting the foregoing, each Member of the SURVIVING COMPANY shall own the same membership interests and same percentage interests in the SURVIVING COMPANY as each such Member owned immediately prior to the filing of the Certificate of Merger.

2. Each membership interest of Habana owned immediately prior to the filing of the Certificate of Merger in accordance with Article VII hereof shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and be cancelled, and no membership interests of the SURVIVING COMPANY shall be issued therefor. Each record holder of an outstanding certificate or certificates, if any, which represent interests of Habana shall surrender such certificates pursuant to this Agreement and Plan of Merger.

ARTICLE VI
Further Assurance

If at any time after the Effective Date the SURVIVING COMPANY shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in the SURVIVING COMPANY, according to the terms hereof, the title to any property or rights of Habana, the last acting Members or Managers of Habana, as the case may be, shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in the SURVIVING COMPANY, and otherwise to carry out the purposes of this Agreement and Plan of Merger.

ARTICLE VII
Approvals by Members

This Agreement and Plan of Merger shall be approved by the Members and/or Managers of each Constituent Company, as the case may be. If duly adopted by the requisite vote, Certificate of Merger meeting the requirements of the Act shall be filed immediately with the Florida Secretary of State in the appropriate office in the State of Florida.

ARTICLE VIII
Effective Date

The Merger of Habana into the SURVIVING COMPANY shall become effective upon the filing of the Certificate of Merger in accordance with the Act. The date on which the Merger shall become effective is herein called the "Effective Date".

ARTICLE IX
Covenants of Habana

Habana covenants and agrees that (a) it will not further amend its Articles of Organization prior to the Effective Date; and (b) it will not issue any new membership interests or rights to acquire any such membership interests prior to the Effective Date.

ARTICLE X
Covenants of the SURVIVING COMPANY

The SURVIVING COMPANY covenants and agrees that (a) it will not further amend its Articles of Organization prior to the Effective Date; and (b) it will not issue any new membership interests or rights to acquire any such membership interests prior to the Effective Date.

ARTICLE XI
Termination

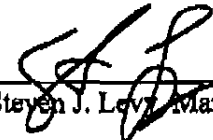
Notwithstanding anything contained herein or elsewhere to the contrary, this Agreement and Plan of Merger may be terminated and abandoned by a majority of the Members of any of the Constituent Companies at any time prior to the filing of the Certificate of Merger.

ARTICLE XII
Counterparts

This Agreement and Plan of Merger may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officer on the day and year above written.

HABANA AVENUE, LLC,
a Florida limited liability company

By: 
Steven J. Levy, Manager

MOMEDIA SUB, LLC,
a Florida limited liability company

By: 
Andrew S. White, Manager