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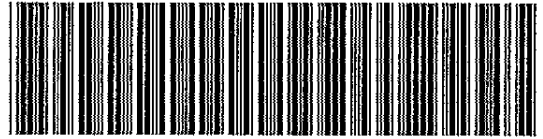
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100066559131

*merger
T. Lewis*

02/28/06--01041--014 **70.00

FILED
06 FEB 28 AM 10:26
SECRETARY OF STATE
TALMADGE BLDG
COLUMBUS, OH 43260



GREENSPOON MARDER

A PROFESSIONAL ASSOCIATION

From the Desk of:

William Kramer
One Boca Place, Suite 414-E
2255 Glades Road
Boca Raton, Florida 33431
(561) 994-2212
Direct Phone: (954) 322-2962
Direct Fax: (954) 322-2963
(561) 997-8494 (Fax)
William.Kramer@greenspoonmarder.com

February 23, 2006

Via Federal Express

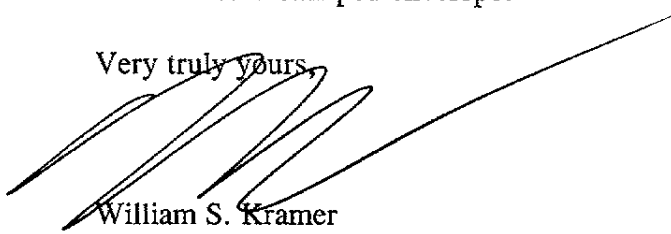
Florida Department of State
Division of Corporations
401 East Gaines Street
Tallahassee, FL 32309

**Re: Articles of Merger
Diamondback Entertainment, Inc.
Consolidated Investment Corporation**

Dear Sir or Madam:

Enclosed is an original and one copy of the Articles of Merger and a check in the amount of \$70.00 representing the filing fee. Please forward evidence of filing to the undersigned at your earliest convenience in the enclosed self-addressed stamped envelope.

Very truly yours,



William S. Kramer

WSK/jkw

Enc.

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Locations Throughout Florida

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**ARTICLES OF MERGER OF
DIAMONDBACK ENTERTAINMENT, INC. and CONSOLIDATED INVESTMENT
CORPORATION PURSUANT TO SECTION 607.1105 OF
THE FLORIDA BUSINESS CORPORATION ACT**

06 FEB 28 AM 10:36
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. The undersigned corporations, **CONSOLIDATED INVESTMENT CORPORATION** and **DIAMONDBACK ENTERTAINMENT, INC.**, being validly and legally formed under the laws of the State of Florida, have adopted a plan of merger.

2. A copy of the Agreement and Plan of Merger is attached as Exhibit "A" to these Articles of Merger and incorporated herein by reference.

3. The effective date of the Merger is the date these Articles of Merger are filed with the Secretary of State.

4. The Agreement and Plan of Merger of the undersigned corporation was adopted pursuant to Sections 607.1101 and 607.1103 of the *Florida Business Corporation Act*.

5. The Agreement and Plan of Merger was adopted by the shareholders and the Board of Directors of each Corporation on December 30, 2005.

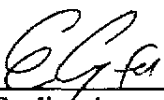
6. The Articles of Incorporation of the surviving corporation are not amended.

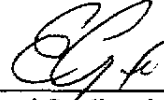
7. The name of the surviving corporation is **CONSOLIDATED INVESTMENT CORPORATION**.

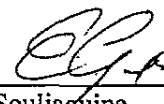
DATED: As of December 30, 2005


DIAMONDBACK ENTERTAINMENT,
INC.

CONSOLIDATED INVESTMENT
CORPORATION

By: ☒ 
Eugueni Souliaguine,
President

By: ☒ 
Eugueni Souliaguine,
President

Attest: ☒ 
Eugueni Souliaguine,
Secretary

Attest: ☒ 
Eugueni Souliaguine,
Secretary

STATE OF FLORIDA)

COUNTY OF Dade)

The foregoing instrument was acknowledged before me as of the 30th day of December, 2005, by Eugueni Souliaguine, President and Secretary of Consolidated Investment Corporation, a Florida corporation, on behalf of the Corporation. He is personally known to me or has produced FL DR Lic # S425-200-70-038 as identification.

Svetlana Iakovskaia

Notary Public

My commission expires:

NOTARY PUBLIC-STATE OF FLORIDA
SVETLANA IANOVSKAIA
COMMISSION # DD396281
EXPIRES: FEB. 14, 2009
Bonded Thru Atlantic Bonding Co., Inc.

STATE OF FLORIDA)

COUNTY OF Dade)

The foregoing instrument was acknowledged before me as of the 30th day of December, 2005, by Eugueni Souliaguine, President and Secretary of Diamondback Entertainment, Inc., a Florida corporation, on behalf of the Corporation. He is personally known to me or has produced FL DR Lic: S425-200-70-038 as identification.

Svetlana Iakovskaia

Notary Public

My commission expires:

NOTARY PUBLIC-STATE OF FLORIDA
SVETLANA IANOVSKAIA
COMMISSION # DD396281
EXPIRES: FEB. 14, 2009
Bonded Thru Atlantic Bonding Co., Inc.

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan Of Merger is dated as December 30, 2005, by and between CONSOLIDATED INVESTMENT CORPORATION, a Florida corporation (hereinafter sometimes called the "Surviving Corporation"), and DIAMONDBACK ENTERTAINMENT, INC., a Florida corporation (hereinafter sometimes called the "Absorbed Corporation").

W I T N E S S E T H:

WHEREAS, CONSOLIDATED INVESTMENT CORPORATION is a corporation organized and existing under the laws of the State of Florida with its principal office at 3469 N.E. 169th Street, North Miami Beach, FL 33160.

WHEREAS, CONSOLIDATED INVESTMENT CORPORATION has a capitalization of 100 authorized shares of One Dollar (\$1.00) par value common stock, of which 100 shares are issued and outstanding.

WHEREAS, DIAMONDBACK ENTERTAINMENT, INC. is a corporation organized and existing under the laws of the State of Florida with its principal office at 3469 N.E. 169th Street, North Miami Beach, FL 33160.

WHEREAS, DIAMONDBACK ENTERTAINMENT, INC. has a capitalization of 100 authorized shares of One Dollar (\$1.00) par value common stock of which 100 shares are issued and outstanding.

WHEREAS, the board of directors of the constituent corporations deem it desirable and in the best business interests of the corporations and their stockholders that DIAMONDBACK ENTERTAINMENT, INC. be merged with and into CONSOLIDATED INVESTMENT CORPORATION pursuant to the provisions of Section 607.1101 et seq. of the Florida Business Corporation Act in order that the transaction qualify as a "reorganization" within the meaning of Section 368(a)(1) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, and subject to the terms and conditions hereinafter set forth, the constituent corporations agree as follows:

1. Merger. DIAMONDBACK ENTERTAINMENT, INC. shall merge with and into CONSOLIDATED INVESTMENT CORPORATION, which shall be the Surviving Corporation.

2. Terms and Conditions. On the Effective Date (as hereinafter defined), the separate existence of the Absorbed Corporation shall cease, and the Surviving Corporation shall succeed to all the rights, privileges, immunities and franchises, and all the property, real, personal, and mixed (including, without limitation, accounts receivable and work-in-progress of the Absorbed Corporation), without the necessity for any separate instruments of transfer or conveyance. Except as hereinafter provided, the Surviving Corporation shall thereafter be responsible and liable for the liabilities and obligations of the Absorbed Corporation, and neither the rights of creditors

nor any liens on the property of the Absorbed Corporation shall be impaired by the merger.

3. Liabilities. (a) Except as hereafter provided in paragraph 3(d), each of the parties shall be responsible and liable for their respective liabilities and obligations existing as of the Effective Date, as well as liabilities and obligations which are not known as of the Effective Date but which subsequently arise and relate to an act or omission occurring prior to the Effective Date.

(b) The Surviving Corporation hereby indemnifies the Absorbed Corporation and its stockholder(s), officers and directors from and holds each of them harmless against any and all claims, damages, losses, expenses, liabilities and costs (including, but not limited to, attorneys' fees and costs through appeals) which any of them may incur as a result of: (i) any pre-merger liabilities or obligations of the Surviving Corporation, or (ii) any materially inaccurate representation made by the Surviving Corporation under this Agreement, or (iii) any breach or default in the performance by the Surviving Corporation of any of the covenants to be performed by it hereunder.

(c) The Absorbed Corporation and its sole stockholder(s) hereby indemnify the Surviving Corporation and its shareholders, officers, and directors from and hold each of them harmless against any and all claims, damages, losses, expenses, liabilities and costs which any of them may incur as a result of: (i) any pre-merger liabilities or obligations of the Absorbed Corporation, or (ii) any materially inaccurate representation made by the Absorbed Corporation under this Agreement, or (iii) any breach or default in the performance by the Absorbed Corporation of any of the covenants to be performed by it hereunder. The Absorbed Corporation shall cause its sole stockholder to execute the limited joinder contained on the signature page of this Agreement to signify his indemnification obligations set forth herein.

(d) The Surviving Corporation shall assume and be responsible and liable for the trade accounts payable of the Absorbed Corporation which have arisen in the ordinary course of business, as the same shall exist as of the Effective Date, and as reflected in the financial statements of the Absorbed Corporation. The Surviving Corporation shall also assume and be responsible for those certain liabilities and obligations of the Absorbed Corporation listed on Exhibit "A" attached hereto and incorporated herein by reference ("Assumed Diamondback Liabilities")

4. Representations and Warranties/Authority. Each of the parties represents and warrants to the other, which representations shall be true and correct as of the Effective Date, that:

(a) It is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has all the necessary powers to own its properties and carry on its business as now owned and operated by it.

(b) It has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement and this Agreement constitutes, and each document or instrument to be executed by it pursuant to the terms hereof upon its execution and delivery will have been duly executed and delivered and will constitute the valid and legally binding obligation

of it enforceable in accordance with its terms.

(c) Every consent, approval, authorization, or order of any court or governmental agency or body that is required for the consummation of the transactions contemplated by this Agreement by it has been obtained or will be obtained, and will be in effect during the term of this Agreement.

(d) Neither the execution nor delivery of this Agreement and any other instruments or documents to be executed and/or delivered by it in connection with this Agreement nor the fulfillment of its obligations pursuant to this Agreement, will result in or constitute a violation of any provision of applicable law or of its articles of incorporation or bylaws, or a violation of any writ, decree or order of any court or governmental instrumentality or agency to which it is subject.

(e) None of the representations and warranties made by either party herein or in any certificate, exhibit or memorandum furnished or to be furnished by such party, to the best of such party's knowledge, contains or will contain any untrue statement of material fact, or omit any material fact the omission of which would be misleading.

5. Conversion of Shares. The manner and basis of converting the shares of the Absorbed Corporation into shares, rights, obligations, and other securities of the Surviving Corporation is as follows:

(a) The fair value of the Absorbed Corporation, as of the date immediately preceding the date of adoption of this Agreement and Plan of Merger, is \$____, as reflected on the financial statements of the Absorbed Corporation, dated as of December 30, 2005. The fair value of the Surviving Corporation is \$_____.

(b) Based on the foregoing, no shares of the Surviving Corporation's stock will be issued to shareholders of the Absorbed Corporation. In addition, the Shareholders of the Absorbed Corporation shall receive the sum of \$_____ in cash per share of the Absorbed Corporation's \$1.00 par value common stock.

(c) The conversion shall be effected in the following manner. After the Effective Date, each holder of certificates for shares of common stock in the Absorbed Corporation shall surrender them to the Surviving Corporation or its duly appointed agent, in such manner as the Surviving Corporation shall legally require. On receipt of such share certificates, the Surviving Corporation shall issue payment therefor in the amount of \$_____ per share to the former shareholder of the Absorbed Corporation.

6. Articles of Incorporation. The articles of incorporation of the Surviving Corporation shall continue to be its articles of incorporation following the effective date of the merger.

7. Bylaws. The bylaws of the Surviving Corporation shall continue to be its bylaws following the effective date of the merger.

8. Directors and Officers. The directors and officers of the Surviving Corporation on the effective date of the merger shall be as follows:

Directors

Eugeni Souliaguine

Officers

President,
Secretary and Treasurer

9. Execution. This plan of merger may be executed in any number of counterparts, and each counterpart shall constitute an original instrument.

10. Approval. By execution of this plan of merger, a majority of the stockholders of each corporation and each member of the board of directors of each corporation, hereby signifies his approval to the merger.

11. Effective Date of Merger. The effective date of this merger (the "Effective Date") shall be the date when articles of merger are filed with the Florida Department of State.

12. Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and expenses, court costs and all expenses even if not taxable as court costs (including, but not limited to, all attorneys' fees and expenses incident to any appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

IN WITNESS WHEREOF, the undersigned have duly executed this plan of merger as of the date first above written.

DIAMONDBACK ENTERTAINMENT,
INC.

By: 
Eugeni Souliaguine, President

Attest: 
Eugeni Souliaguine, Secretary

CONSOLIDATED INVESTMENT
CORPORATION

By: 
Eugeni Souliaguine, President

Attest: 
Eugeni Souliaguine, Secretary

EXHIBIT "A"

Assumed Diamonback Obligations

None

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