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**MERGER OR SHARE EXCHANGE  
HOLLYWOOD THEATERS III, INC.**

Certificate of Status	0
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*[Handwritten signature]*  
8-30-11

**ARTICLES OF MERGER  
OF  
WALLACE THEATER CORPORATION  
(Parent Corporation)  
WITH AND INTO  
HOLLYWOOD THEATERS III, INC.  
(Subsidiary Corporation)**

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TALLAHASSEE, FLORIDA

**EFFECTIVE DATE**  
9-1-11

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, Wallace Theater Corporation, a California corporation (the "Parent Corporation"), and Hollywood Theaters III, Inc., a Florida corporation and a wholly-owned subsidiary of the Parent Corporation (the "Subsidiary Corporation"), execute the following Articles of Merger:

1. The Agreement and Plan of Merger is attached hereto as Exhibit A and is incorporated herein by reference.
2. The Agreement and Plan of Merger was adopted by the Board of Directors of the Parent Corporation and the Subsidiary Corporation and by the sole shareholder of the Parent Corporation on August 17, 2011. Approval of the Agreement and Plan of Merger by the shareholders of the Subsidiary Corporation was not required.
3. The merger shall be effective at 12:01 a.m. EDT on September 1, 2011.

*[Signatures on following page]*

IN WITNESS WHEREOF, the undersigned corporations have caused these Articles of Merger to be executed by their duly authorized officers this 17th day of August, 2011.

WALLACE THEATER CORPORATION

By: Charles P. Kirk  
Charles P. Kirk  
Chief Financial Officer and Secretary

HOLLYWOOD THEATERS III, INC.

By: Charles P. Kirk  
Charles P. Kirk  
Chief Financial Officer and Secretary

**EXHIBIT A**  
**AGREEMENT AND PLAN OF MERGER**

## **AGREEMENT AND PLAN OF MERGER**

Pursuant to this Agreement and Plan of Merger dated as of the 17th day of August, 2011, Wallace Theater Corporation, a California corporation (the "Parent Corporation"), shall be merged with and into Hollywood Theaters III, Inc., a Florida corporation and a wholly-owned subsidiary of the Parent Corporation (the "Surviving Corporation").

### **SECTION 1** **DEFINITIONS**

1.1 **Effective Time.** "Effective Time" shall mean the date and time on which the Merger contemplated by this Agreement and Plan of Merger becomes effective pursuant to the laws of the States of California and Florida, as determined in accordance with Section 2.2 of this Agreement and Plan of Merger.

1.2 **Merger.** "Merger" shall refer to the merger of the Parent Corporation with and into the Surviving Corporation as provided in Section 2.1 of this Agreement and Plan of Merger.

### **SECTION 2** **TERMS OF MERGER**

2.1 **Merger.** Subject to the terms and conditions set forth in this Agreement and Plan of Merger, at the Effective Time, the Parent Corporation shall be merged with and into the Surviving Corporation in accordance with applicable law. Hollywood Theaters III, Inc. shall be the Surviving Corporation resulting from the Merger and shall continue to exist and to be governed by the laws of the State of Florida under the corporate name "Hollywood Theaters III, Inc." The Surviving Corporation shall assume all of the liabilities of the Parent Corporation. The Merger shall be consummated pursuant to the terms of this Agreement and Plan of Merger which has been approved by the Board of Directors of the Parent Corporation and the Surviving Corporation and by the sole shareholder of the Parent Corporation.

2.2 **Effective Time.** The Merger contemplated by this Agreement and Plan of Merger shall be effective at 12:01 a.m. EDT on September 1, 2011.

2.3 **Articles of Incorporation.** The Articles of Incorporation of the Surviving Corporation as they exist at the Effective Time shall remain in full force and effect after the Effective Time.

2.4 Bylaws. The Bylaws of the Surviving Corporation as they exist at the Effective Time shall remain the Bylaws of the Surviving Corporation until altered or amended as provided in such Bylaws.

2.5 Board of Directors. The Board of Directors of the Surviving Corporation shall continue to serve as the Board of Directors of the Surviving Corporation, and shall hold office from and after the Effective Time until their respective successors are elected and qualified.

2.6 Officers. The officers of the Surviving Corporation shall continue to serve as the officers of the Surviving Corporation, and shall hold office from and after the Effective Time until their respective successors are appointed and qualified.

### SECTION 3 MANNER OF CONVERTING SHARES

Each share of the capital stock of the Parent Corporation that was issued and outstanding immediately prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one fully paid and non-assessable share of the capital stock of the Surviving Corporation; and the officers of the Surviving Corporation shall issue a certificate evidencing ownership of such shares of the Surviving Corporation's capital stock to the sole shareholder of the Parent Corporation, upon the surrender by the sole shareholder of all of its stock certificates evidencing ownership of its shares of the Parent Corporation's capital stock. The issued and outstanding shares of the capital stock of the Surviving Corporation prior to the Effective Time shall be cancelled and cease to exist by virtue of the Merger.

### SECTION 4 MISCELLANEOUS

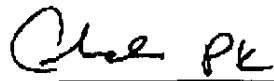
4.1 Further Assurances. Each party to this Agreement and Plan of Merger agrees to do such things as may be reasonably requested by the other party in order to more effectively consummate or document the transactions contemplated by this Agreement and Plan of Merger.

4.2 Plan of Reorganization. Each party to this Agreement and Plan of Merger agrees to treat the Merger for all income tax purposes as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended. Further, each party hereto agrees, by executing this Agreement and Plan of Merger, to have adopted a plan of reorganization within the meaning of Treasury Regulations Section 1.368-2(g).

IN WITNESS WHEREOF, the undersigned corporations have caused this Agreement and Plan of Merger to be executed by their duly authorized officers as of the date first above written.


**PARENT CORPORATION:**

**WALLACE THEATER CORPORATION**

By:   
Charles P. Kirk  
Chief Financial Officer and Secretary

**SURVIVING CORPORATION:**

**HOLLYWOOD THEATERS III, INC.**

By:   
Charles P. Kirk  
Chief Financial Officer and Secretary