

P190000839L1

(Requestor's Name)

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PICK-UP WAIT MAIL

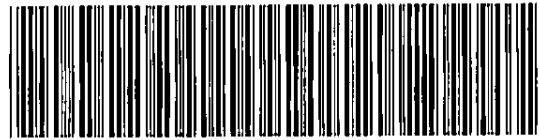
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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FLORIDA FILING & SEARCH SERVICES, INC.

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155 Office Plaza Dr Ste A Tallahassee FL 32301
PHONE: (800) 435-9371; FAX: (866) 860-8395**

DATE: 11-18-19

NAME: BMTM2, INC.

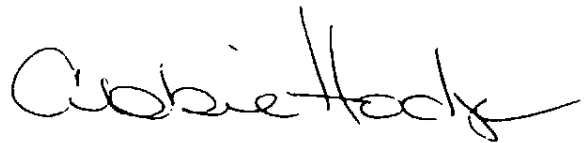
TYPE OF FILING: MERGER

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AUTHORIZATION: ABBIE/PAUL HODGE



COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: BMTM2, Inc.

Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Joel D. Mayersohn

Contact Person

Dickinson Wright PLLC

Firm/Company

350 East Las Olas Blvd, Suite 1750

Address

Pt. Lauderdale FL 33301

City/State and Zip Code

JMayersohn@dickinsonwright.com

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

For further information concerning this matter, please call:

Joel D. Mayersohn

Name of Contact Person

At (954)

991-5426

Area Code & Daytime Telephone Number

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
BMTM2, Inc.	Florida	P19000083961

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
News Distribution Network, Inc.	Delaware	
Bright Mountain Media, Inc.	Florida	P10000050881

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on November 8, 2019 _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)


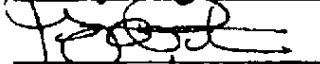

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on November 12, 2019 _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

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Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
BMTM2, Inc.		W. Kip Speyer, Chief Executive Officer
News Distribution Network, Inc.		Greg Peters, Chairman & CEO
Bright Mountain Media, Inc.		W. Kip Speyer, Chief Executive Officer

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 DEPT. OF REVENUE
 HARRISBURG, PA.

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
BMTM2, Inc	Florida

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
News Distribution Network, Inc.	Delaware
Bright Mountain Media, Inc.	Florida

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

See Attached

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STATE OF FLORIDA

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

**Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:
The Name of the Surviving Corporation shall be changed to: News Distribution Network Inc.**

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

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NOTARY PUBLIC

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of November 18, 2019, is by and between News Distribution, Inc., a Delaware corporation ("Company"), Bright Mountain Media, Inc., a Florida Corporation ("Parent") and BMTM2, Inc., a Florida corporation ("BMTM" also sometimes referred to herein as the "Surviving Entity").

WITNESSETH

WHEREAS, BMTM is an entity newly formed to serve as the Surviving Entity in a merger of Company with and into Parent;

WHEREAS, the directors and shareholders of Company and the board of directors and sole shareholder of BMTM has approved the merger of Company with and into Parent; and

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I THE MERGER

Section 1.1 Merger and Surviving Entity.

(a) Subject to the terms and conditions of this Agreement, at the Effective Time Company shall be merged into BMTM in accordance with the provisions of Section 607.11071 of the Florida Business Corporation Act (the "FBCA") and Section 252 of the Delaware General Corporation Law, and the separate existence of Company shall cease. BMTM shall be the Surviving Entity in the Merger.

(b) The name of the Surviving Entity shall be "News Distribution Network Inc."

(c) The Articles of Incorporation and the Bylaws of BMTM shall be the Articles of Incorporation and Bylaws of the Surviving Entity.

(d) The location of the Surviving Entity's principal office shall be BMTM's principal office.

Section 1.2 Effective Time of the Merger. The Merger shall become effective upon the filing of the Articles of Merger with the Florida Secretary of State and Articles of Merger with the Delaware Secretary of State (the "Effective Time").

Section 1.3 Merger and Treatment of Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any party:

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CORPORATIONS

(a) Conversion Price. Conversion of the Company Capital Stock is based on a paid-in-capital basis, and subject to a \$1.75 conversion price of the Parent common stock. For every \$1.75 of paid-in-capital by a Company Stockholder, that Company Stockholder shall receive one validly issued, fully paid and nonassessable share of common stock, par value of \$0.001 per share, of the Parent. There shall be no fractional shares issued.

(b) Cancellation of Company-Owned Stock. Subject to the terms and conditions of the Merger Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of any holder of any Company Capital Stock, notwithstanding Section (c), each share of Company Capital Stock owned by the Company or Parent or any wholly owned Subsidiaries of Parent immediately prior to the Effective Time shall be cancelled and extinguished without any conversion thereof or payment of consideration therefor. Each share of Company Capital Stock owned by any Subsidiary of the Company shall be converted into one validly issued, fully paid and nonassessable share of common stock, par value \$0.001 per share, of the Parent.

(c) Conversion of Company Capital Stock. Subject to the terms and conditions of the Merger Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of any Company Stockholder:

(i) Company Preferred Stock. Each share of Company Series A1 Stock issued and outstanding immediately prior to the Effective Time, but excluding any shares of Company Series A1 Stock described in Section (b) Dissenting Shares and, for the avoidance of doubt, any shares of Company Series A1 Stock that are converted into Company Common Stock prior to the Effective Time, pursuant to the terms thereof, shall be cancelled and extinguished and automatically converted into the right to receive the Conversion Consideration described in Section (a).

(ii) Company Common Stock. Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time, but excluding any shares of Company Common Stock described in Section (b) and the Dissenting Shares, shall be cancelled and extinguished and automatically converted into the right to receive the Conversion Consideration described in Section (a) of Shares.

ARTICLE II GENERAL PROVISIONS

Section 2.1 Entire Agreement. This Agreement (including the documents and instruments to be executed in connection herewith or referred to herein) (a) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof, and (b) may not be amended except by an instrument in writing signed on behalf of each of the parties hereto and in compliance with applicable law.

Section 2.2 Waiver. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party.

Section 2.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

Section 2.4 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Florida.

Section 2.5 Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[Signature Page to Follow]

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CLERK OF DISTRICT COURT
11th JUDICIAL CIRCUIT
MIAMI, FLORIDA

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and delivered as of the date first written above.

News Distribution Network, Inc.
(a Delaware corporation)

By: 

Name: Gregory A. Peters

Title: Chairman & CEO

BMTM2, Inc.
(a Florida corporation)

By: 

Name: W. Kip Speyer

Title: Chief Executive Officer

Bright Mountain Media, Inc.
(a Florida corporation)

By: 

Name: W. Kip Speyer

Title: Chief Executive Officer

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STATE OF FLORIDA