

314234

WANDA PARSONS
 Requestor's Name
PENNINGTON LAW FIRM
 Address
272-3533
 City/State/Zip Phone #

FILED
 2001 NOV 29 PM 3:24
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

- TALLAHASSEE BROADCASTING COMPANY
 (Corporation Name) (Document #)
- _____
 (Corporation Name) (Document #)
- _____
 (Corporation Name) (Document #)
- _____
 (Corporation Name) (Document #)

600004699046--5
 -11/30/01--01002--001
 *****70.00 *****70.00

RECEIVED
 01 NOV 29 PM 2:53
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA
 MAIL ROOM

- ☐ Pick up time _____
☐ Will wait ☐ Photocopy
☒ Certified Copy
☐ Certificate of Status

600004699046--5
 -11/30/01--01002--002
 *****8.75 *****8.75

*Judy
 Please call me
 when certified copy
 is ready
 Thanks
 Wanda*

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

C. Coulllette NOV 29 2001

ARTICLES OF MERGER
Merger Sheet

MERGING:

STERLING COMMUNICATIONS CORPORATION, a Florida corporation, 471716

INTO

TALLAHASSEE BROADCASTING COMPANY, a Florida entity, 314234

File date: November 29, 2001, effective December 1, 2001

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER
OF
STERLING COMMUNICATIONS CORPORATION
INTO
TALLAHASSEE BROADCASTING COMPANY

FILED
2001 NOV 29 PM 3:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Statutes, TALLAHASSEE BROADCASTING COMPANY, a corporation organized under the laws of the State of Florida, (the "Surviving Corporation"), and STERLING COMMUNICATIONS CORPORATION ("Sterling") (the "Merging Corporation"), hereby submit these Articles of Merger for the purpose of merging the Merging Corporation into the Surviving Corporation:

I.

The Plan of Merger attached hereto as Exhibit A was duly approved in the manner prescribed by law by each of the corporations participating in the merger.

II.

With respect to the Surviving Corporation, shareholder approval was obtained for the merger, in accordance with Section 607.1103 of the Florida Statutes and the Articles of Incorporation and Bylaws then in effect for the Surviving Corporation with respect to such transactions, on the 28th day of November, 2001.

III.

With respect to Sterling, shareholder approval was obtained for the merger, in accordance with Section 607.1103 of the Florida Statutes and the Articles of Incorporation and Bylaws then in effect for Sterling with respect to such transactions, on the 28th day of November, 2001.

IV.

The merger will become effective December 1, 2001.

Dated this 28th day of November, 2001.

TALLAHASSEE BROADCASTING COMPANY

By: 
BRUCE B. TIMM, President

STERLING COMMUNICATIONS CORPORATION

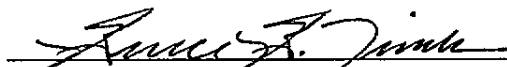
By: 
BRUCE B. TIMM, President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter referred to as the "Agreement") is made and entered into as of the _____ day of November, 2001, by and between TALLAHASSEE BROADCASTING COMPANY, a Florida corporation (the "Surviving Corporation") and STERLING COMMUNICATIONS CORPORATION, a Florida corporation (hereinafter referred to as the "Merging Corporation"), the two corporations being hereinafter sometimes called the "Constituent Corporations."

PREMISES

WHEREAS, the Boards of Directors of the Surviving Corporation and the Merging Corporation, respectively, deem it advisable and generally to the advantage, best interest and welfare of the corporate parties and their respective shareholders that the Merging Corporation merge with the Surviving Corporation under and pursuant to the provisions of Chapter 607 of the Florida Statutes.

NOW, THEREFORE, on the stated premises and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, it is hereby agreed as follows:

1. Merger. Pursuant to the terms and conditions of this Agreement, the Merging Corporation will merge into the Surviving Corporation (the "Merger") effective December 1, 2001. Upon the Merger becoming effective, the corporate existence of the Surviving Corporation will continue and the corporate existence of the Merging Corporation shall cease.

2. Effective Date. This Agreement is entered into as of the date first above written subject to approval by the shareholders of the Constituent Corporations. After approval by the shareholders of the Constituent Corporations, Articles of Merger shall be filed in the office of the Secretary of State of the State of Florida. The Merger shall be effective on December 1, 2001, or, if later, upon the filing of Articles of Merger in the office of the Secretary of State of the State of Florida (the "Effective Date").

3. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of the Surviving Corporation following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Incorporation or herein upon any shareholder or director or officer of the Surviving Corporation or upon any other person whomsoever are subject to this

reserved power. Such Articles of Incorporation shall constitute the Articles of Incorporation of the Surviving Corporation separate and apart from this Agreement and may be separately certified as the Articles of Incorporation of the Surviving Corporation.

4. Bylaws. The Bylaws of the Surviving Corporation shall be the Bylaws of the Surviving Corporation following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, the Articles of Incorporation or Chapter 607 of the Florida Statutes.

5. Conversion and Exchange of Shares. On the Effective Date, the outstanding shares of the Merging Corporation will be canceled. Following the merger, the total issued and outstanding shares of the common stock of the Surviving Corporation shall be five hundred (500) shares, held in the names BETH L. TIMM (74 shares), BRUCE B. TIMM (213 shares) and JAN BETH TIMM (213 shares).

6. Directors and Officers. Upon the Effective Date, each of the current directors and officers of the Surviving Corporation shall remain the directors and officers of the Surviving Corporation and shall serve until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws.

7. Rights and Liabilities of Surviving Corporation. At and after the Effective Date the Surviving Corporation shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of both the Merging Corporation and the Surviving Corporation; all debts due to either of the Constituent Corporations on whatever account shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers, and franchises, and every other interest of the Constituent Corporations shall be as effectively the property of the Surviving Corporation as they were of the respective Constituent Corporations; the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert to or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such lien at the effective time of the Merger; all debts, liabilities and duties of the respective Constituent Corporations shall henceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers and directors of each of the Constituent Corporations

against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

8. Payment to Dissenting Shareholders. The Surviving Corporation agrees to pay dissenting shareholders of the Constituent Corporations any amounts to which they are entitled upon exercise of dissenters' rights under Sections 607.1301, 607.1302 and 607.1320 of Chapter 607 of the Florida Statutes.

9. Authority. This Agreement has been approved and adopted by the Boards of Directors of the Constituent Corporations and shall be submitted for consideration and the requisite vote or consent by the shareholders of the Constituent Corporations, in accordance with the requirements of the applicable provisions of the laws of the State of Florida. This Agreement, upon becoming one duly adopted and authorized by the shareholders of the Constituent Corporations, shall be certified, executed and acknowledged in accordance with Chapter 607 of the Florida Statutes and shall be filed by the appropriate officers of the Constituent Corporations, all in accordance with the applicable provisions of Chapter 607 of the Florida Statutes. Additionally, the officers of the Constituent Corporations shall execute all such other documents and shall take all other actions as may be necessary or advisable to make this Agreement effective, including the filing of Articles of Merger in the office of the Secretary of State of Florida.

10. Termination. This Agreement may be terminated and abandoned by action of the Board of Directors of either of the Constituent Corporations at any time prior to the Effective Date, whether before or after approval by the shareholders of the Constituent Corporations.

11. Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Surviving Corporation any right, title or interest of the Merging Corporation held immediately prior to the Effective Date or otherwise carry out the intent and purposes of this Agreement, the Merging Corporation and its officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title or interest in the Surviving Corporation as shall be necessary to carry out the purposes of this Agreement, and the Surviving Corporation and the proper officers and directors thereof are hereby specifically authorized as attorneys-in-fact of the Merging Corporation (this appointment being irrevocable as one coupled with an interest) to execute and deliver any and all such proper deeds, assignments, and assurances of law and to do all such other acts, in the name and on behalf of the Merging Corporation or otherwise, as those officers shall deem necessary or appropriate.

12. Waiver. Any failure on the part of either party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

IN WITNESS WHEREOF, each of the corporate parties hereto has caused this Agreement to be executed by its respective officers duly authorized by authority granted by their respective boards of directors as of the date first above written.

TALLAHASSEE BROADCASTING COMPANY

By: _____
Bruce B. Timm, President

STERLING COMMUNICATIONS CORPORATION

By: _____
Bruce B. Timm, President

CERTIFICATIONS OF STOCKHOLDER APPROVAL

The undersigned, being the duly appointed Secretary of Tallahassee Broadcasting Company hereby certifies that this Agreement and Plan of Merger was adopted by unanimous written consent of the stockholders of Tallahassee Broadcasting Company effective November ____, 2001.

Secretary

The undersigned, being the duly appointed Secretary of STERLING COMMUNICATIONS CORPORATION hereby certifies that this Agreement and Plan of Merger was adopted by unanimous written consent of the stockholders of Sterling Communications Corporation effective November _____, 2001.

Secretary

G:\MARSHA\TIMM\tallahasseebroadcasting.Agreement and Plan of Merger.wpd