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**Florida Department of State
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Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : GREENBERG TRAUIG (ORLANDO)
Account Number : 103731001374
Phone : (407) 418-2435
Fax Number : (407) 420-5309

MERGER OR SHARE EXCHANGE

Turnstile Publishing Company

Certificate of Status	1
Certified Copy	1
Page Count	07
Estimated Charge	\$112.50

* Note
12/31/08
Effective
Date,
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EXAMINER

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ARTICLES OF MERGER

Pursuant to Section 607.1109 of the Florida Business Corporation Act (the "Act"), the undersigned domestic corporation, foreign limited liability company and foreign corporation adopt the following Articles of Merger:

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Turnstile Publishing Company F08-5134	Delaware	Corporation
Turnstile Enterprises, Incorporated P98-60780	Florida	Corporation
Turnstile Group Holdings LLC	Delaware	Limited Liability Company

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Turnstile Publishing Company	Delaware	Corporation

THIRD: Attached hereto as Exhibit A and made part hereof is the Plan of Merger for merging TURNSTILE ENTERPRISES, INCORPORATED and TURNSTILE GROUP HOLDINGS LLC with and into TURNSTILE PUBLISHING COMPANY (the "Merger").

FOURTH: The Plan of Merger was approved and adopted by all of the shareholders and directors of TURNSTILE ENTERPRISES, INCORPORATED in accordance with the provisions of Sections 607.0704 and 607.0801 of the Act; and approved and adopted by all of the members and managers of TURNSTILE GROUP HOLDINGS, LLC in accordance with the provisions of Sections 18-302 and 18-404 of the Delaware Limited Liability Company Act; and approved and adopted by all of the shareholders and directors of TURNSTILE PUBLISHING COMPANY in accordance with Section 141(f) of the General Corporation Law of Delaware.

FIFTH: The effective date of the Merger contemplated hereby shall be at midnight on December 31, 2008 at 12:00 AM Midnight Eastern Standard Time. *

SIXTH: The surviving party's principal office address in its home state, county or jurisdiction is as follows: 1500 Park Center Drive, Orlando, Florida 32835.

SEVENTH: The surviving party: (a) appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger; and (b) agrees to promptly pay the dissenting shareholder of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under Section 607.1302 of the Act.

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IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be executed on its behalf as of November 20, 2008.

TURNSTILE PUBLISHING COMPANY, a Delaware corporation

By: Ramsay E. Crain
Ramsay E. Crain, CEO and Chairman

TURNSTILE ENTERPRISES, INCORPORATED, a Florida corporation

By: Ramsay E. Crain
Ramsay E. Crain, President

TURNSTILE GROUP HOLDINGS LLC, a Delaware limited liability company

Ramsay E. Crain
Ramsay E. Crain, Manager

Merrilee P. Crain
Merrilee P. Crain, Manager

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EXHIBIT A

Plan of Merger

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PLAN OF MERGER

THIS PLAN OF MERGER (the "Agreement") is made and entered into effective as of this 31st day of December 2008, by and among TURNSTILE ENTERPRISES, INCORPORATED, a Florida corporation, and TURNSTILE GROUP HOLDINGS LLC, a Delaware limited liability company (hereinafter sometimes referred to as the "Merged Entities"), and TURNSTILE PUBLISHING COMPANY, a Delaware corporation, (the "Surviving Entity"). The Merged Entities and the Surviving Entity are hereinafter sometimes referred to as the "Constituent Entities."

WITNESSETH:

WHEREAS, the parties desire that the Merged Entities merge with and into the Surviving Entity in a manner which conforms to applicable laws of the State of Florida and the State of Delaware.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties hereinafter set forth, the parties hereto agree as follows:

ARTICLE I**MERGER**

1.1 The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the relevant provisions of the Florida Business Corporation Act ("FBCA"), the Delaware Limited Liability Company Act ("DLLA") and the General Corporation Law of Delaware ("GCLD"), the Merged Entities shall merge with and into the Surviving Entity (the "Merger"). Following the Merger, the Surviving Entity shall continue its existence under the laws of the State of Delaware, and the separate corporate existence of the Merged Entities under the laws of the State of Florida shall cease.

1.2 Effective Date. The Articles of Merger with respect to the Merger shall be executed, delivered and filed with the Secretary of State of the State of Florida in accordance with the provisions of the FBCA. The Certificate of Merger with respect to the Merger shall be executed, delivered and filed with the Secretary of State of the State of Delaware in accordance with the DLLA and the GCLD. The effective date of the merger shall be December 31, 2008 at 12:00 AM Midnight Eastern Standard Time (the "Effective Date").

1.3 Rights of the Surviving Entity. As of the Effective Date: (a) the Merged Entities and the Surviving Entity shall become a single corporation and the separate existence of the Merged Entities shall cease; (b) the Surviving Entity shall succeed to and possess all of the rights, privileges, powers and immunities of the Merged Entities which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Merged Entities, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Merged Entities shall vest in the Surviving Entity without further act or deed and the title to any real property or other property vested by deed or otherwise in the Merged Entities shall not revert or in any way be

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impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of the Constituent Entities shall be unimpaired; the Surviving Entity shall be subject to all the contractual restrictions, liabilities and duties of the Constituent Entities; and all debts, liabilities and obligations of the respective Constituent Entities shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Entities; and (d) without limitation of the foregoing provisions of this Section 1.3, all corporate acts, plans, policies, contracts, approvals and authorizations of the Constituent Entities, their members, managers, shareholders, directors, committees elected or appointed by the managers, directors, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Entity as they were with respect to the Constituent Entities.

1.4 Certificate of Incorporation and Bylaws of Surviving Entity. From and after the Effective Date: (a) the Certificate of Incorporation of the Surviving Entity shall continue as the Certificate of Incorporation of the Surviving Entity; and (b) the bylaws of the Surviving Entity shall continue as the Bylaws of the Surviving Entity, unless and until altered, amended or repealed as provided in the Certificate or such bylaws.

1.5 Directors and Officers of Surviving Entity. The directors and officers of the Surviving Entity immediately prior to the Effective Time shall continue as the directors and officers, respectively, of the Surviving Entity and will hold such office from the Effective Time until their respective successors are duly elected and qualified in the manner provided in the Certificate and bylaws of the Surviving Entity, or as otherwise provided by law.

ARTICLE II

CONVERSION AND EXCHANGE OF SECURITIES

2.1 Conversion of Shares. At the Effective Date, each then outstanding interest or share of common stock of the Merged Entities shall, by virtue of the Merger and without any action on the part of the holders thereof, be cancelled and cease to exist and no consideration shall be issued in respect thereof.

ARTICLE III

MISCELLANEOUS

3.1 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

3.2 Waivers and Amendments. This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

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3.3 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

3.4 Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

3.5 Severability of Provisions. The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

3.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

3.7 Third Party Beneficiaries. This Agreement is not intended to confer upon any other person or entity, other than the parties hereto, any rights or remedies.

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GREENBERG TRAURIG

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

TURNSTILE PUBLISHING COMPANY, a Delaware corporation

By: _____
Ramsay E. Crain, Chief Executive Officer

TURNSTILE ENTERPRISES, INCORPORATED., a Florida corporation

By: _____
Ramsay E. Crain, Chief Executive Officer

TURNSTILE GROUP HOLDINGS LLC, a Delaware limited liability company

Rance E. Crain, Manager

Merrilee P. Crain, Manager

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