

L03000012639

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600043604616

12/27/04--01052--024 **30.00

FILED

2004 DEC 27 AM 11:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

L03-12639
JR

TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations

SUBJECT: INTEGRITY MEDIA GROUP, LLC
(Name of Limited Liability Company)

The enclosed Articles of Dissolution and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

MICHAEL S. REDDING
(Name of Person)

HARBORPOINT MEDIA
(Firm/Company)

125 BASIN STREET, SUITE 210
(Address)

DAYTONA BEACH, FL 32114
(City/State and Zip Code)

For further information concerning this matter, please call:

MICHAEL S. REDDING at (386) 252-9921
(Name of Person) (Area Code & Daytime Telephone Number)

FILED
2004 DEC 27 AM 11:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Enclosed is a check for the following amount:

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> \$25.00 Filing Fee | <input checked="" type="checkbox"/> \$30.00 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed) | <input type="checkbox"/> \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed) |
|---|---|--|--|

STREET ADDRESS:
Registration Section
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

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

**ARTICLES OF DISSOLUTION OF
INTEGRITY MEDIA GROUP, LLC**

Pursuant to the provisions of Section 608.445 of the Florida Limited Liability Company Act (the "Act"), the undersigned, being the sole member of **INTEGRITY MEDIA GROUP, LLC**, a Florida limited liability company (the "Company"), do hereby adopt the following articles of dissolution for the purpose of dissolving the Company:

1. The name of the Company is Integrity Media Group, LLC.
2. The dissolution of the Company was approved by the sole member of the Company on December 21, 2004.
3. The occurrence that resulted in the dissolution of the Company was the agreement of all members to dissolve the Company. By Written Consent dated December 21, 2004, the sole member of the Company approved and authorized the dissolution of the Company pursuant to a Plan of Complete Liquidation and Dissolution.
4. All debts, liabilities and obligations of the Company have been paid, satisfied or discharged or adequate provision has been made for payment, satisfaction or discharge thereof pursuant to Section 608.4421 of the Act.
5. All remaining property and assets of the Company have been, or will be, distributed to the sole member of the Company in accordance with his rights and interests in accordance with the Operating Agreement of the Company.
6. There are no suits pending against the Company in any court and no judgment, order or decree has been entered against the Company.

IN WITNESS WHEREOF, the undersigned, being the sole member of the Company, has executed these Articles of Dissolution as of this 23 day of December, 2004.


MICHAEL S. REDDING

2004 DEC 27 AM 11:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

INTEGRITY MEDIA GROUP, LLC

**WRITTEN CONSENT
(In Lieu of Special Meeting)
OF THE SOLE MEMBER**

December 21, 2004

The undersigned, being the sole member (the "Member") of **INTEGRITY MEDIA GROUP, LLC**, a Florida limited liability company (the "Company"), acting pursuant to the provisions of the Florida Limited Liability Company Act and the Operating Agreement of the Company (the "Agreement"), do hereby (i) waive any and all requirements for calling, giving notice of, and holding a special meeting of the Member, (ii) consent to and confirm the taking of the following actions by the Company, such written consent to be (a) evidence of the actions taken by the sole Member as of the date hereof, (b) filed by the Secretary of the Company within the records of the Company, and (c) in lieu of a special meeting, and (iii) adopt and consent to the transactions contemplated by the following resolutions, effective as of the date first written above:

1. *Dissolution of the Company*

WHEREAS, the sole Member of the Company desires to dissolve the Company, satisfy, or make arrangement for the satisfaction of, all known liabilities of the Company and distribute any remaining assets of the Company to the Member in accordance with the provisions of the Agreement; and

WHEREAS, the Member desires to adopt the Plan of Complete Liquidation and Dissolution attached hereto as Exhibit A (the "Plan"); and

WHEREAS, the Member desires to authorize and direct the Managers and any officers of the Company to take such further actions as shall be necessary to effect the dissolution of the Company in accordance with the Plan and the Agreement.

BE IT RESOLVED, that the Plan and the dissolution of the Company be, and each hereby is, approved, ratified and confirmed in all respects and the Managers and officers of the Company be, and each hereby is, authorized,

SECRETARY OF STATE
TREASURER
FLORIDA

2004 DEC 27 AM 11:34

FILED

empowered and directed, in the name and on behalf of the Company, to prepare, execute and file Articles of Dissolution with the Florida Secretary of State and elsewhere as may be required by law; and further

RESOLVED, that the Managers and the officers of the Company be, and each hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to take such further actions, including, without limitation, the execution and delivery of such additional notices, letters, certificates, agreements or other instruments as shall be, in the judgment of the officer taking such action, necessary or desirable and in the best interest of the Company to effect such dissolution, the taking of any action to be deemed conclusive evidence that the officer taking such action deemed it to be necessary or desirable and in the best interest of the Company.

[signature page follows]

FILED

2004 DEC 27 AM 11:34

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the undersigned have caused this Written Consent (In Lieu of Special Meeting) of the sole Member of **INTEGRITY MEDIA GROUP, LLC**, to be executed by a duly authorized officer as of the day and year first above written.

MEMBER:


MICHAEL S. REDDING

FILED

2004 DEC 27 AM 11:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT A

Plan of Liquidation and Dissolution

FILED

2024 DEC 27 AM 11:34

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**PLAN OF COMPLETE LIQUIDATION AND DISSOLUTION
OF
INTEGRITY MEDIA GROUP, LLC**

This Plan of Complete Liquidation and Dissolution (the "Plan") is intended to accomplish the complete liquidation and dissolution of **INTEGRITY MEDIA GROUP, LLC**, a Florida limited liability company (the "Company"), in accordance with the Florida Limited Liability Company Act (the "Act") and the Internal Revenue Code of 1986, as amended (the "Code"), as follows (capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Operating Agreement of the Company (the "Agreement")):

1. The date of adoption of this Plan (the "Adoption Date") shall be the date the sole Member (the "Member") of the Company adopts resolutions approving the dissolution and liquidation of the Company and authorizing such dissolution and liquidation to proceed pursuant to this Plan and the Agreement.

2. This Plan is intended to be a plan of complete liquidation and dissolution, and is intended to effect a dissolution of the Company pursuant to the Act and the Code. Subject to any rights of third parties, this Plan may be amended; however, no such amendment shall postpone the effectiveness of the Plan beyond the period contemplated herein.

3. After the Adoption Date, the Company shall not engage in any business activities except to the extent necessary to preserve the value of its assets, wind up its business and affairs, and distribute its assets in accordance with this Plan and the Agreement.

4. From and after the Adoption Date, the Company shall complete the following actions:

(a) The Company shall begin to marshal, collect, sell, exchange or otherwise dispose of all of its property, including real property, and other assets in one or more transactions upon such terms and conditions as the Managers of the Company, in their absolute discretion, deem expedient and in the best interests of the Company and the Member. In connection with such collection, sale, exchange and other disposition, the Company shall collect or make provision for the collection of all accounts receivable, debts and claims owing to the Company.

(b) The Company shall pay or, as determined by the Managers, make reasonable provision to pay, all debts, claims and obligations of the Company, including all contingent, conditional or unmatured claims known to the Company and all claims which are known to the Company but for which the identity of the claimant is unknown.

(c) The Company shall distribute to the Member, in accordance with the provisions of the Agreement, all property, assets and available cash, including, without limitation, the cash proceeds of any sale, exchange or disposition of property or assets, except such cash, property or assets as are required for paying or making reasonable provision for the debts, claims and obligations of the Company. Such distribution may occur all at once or in a series of distributions. Subject to the foregoing, such distributions may be in cash, to the extent cash proceeds from the sale of assets exist, or,

at the sole discretion of the Managers, the Company may elect to distribute its property in-kind directly to the sole Member, in accordance with the Agreement. If and to the extent deemed necessary, appropriate or desirable by the Managers, in their sole and absolute discretion, the Company may establish and set aside a reasonable amount (the "Contingency Reserve") to satisfy claims against the Company, including, without limitation, tax obligations, and all expenses of the sale of the Company's property and assets, of the collection and defense of the Company's property and assets, and of the liquidation and dissolution provided for in this Plan. The Contingency Reserve shall consist solely of cash or cash equivalents.

5. Liquidating distributions to the sole Member pursuant to the Agreement and the provisions hereof shall be in complete redemption and cancellation of all of the outstanding membership interests of the Company. The Company will finally close its membership transfer books and discontinue recording transfers of membership interests on the earliest to occur of (i) the close of business on the record date fixed by the Managers for the final liquidating distributions, or (ii) the date on which the Company ceases to exist under the Act (following any post-dissolution continuation period thereunder), and thereafter membership interests will not be assignable or transferable on the books of the Company except by will, intestate succession, or operation of law.

6. If any distribution to the Member cannot be made, whether because such Member cannot be located or for any other reason, the distribution to which such Member is entitled shall be transferred, at such time as the final liquidating distribution is made by the Company, to the official of such state or other jurisdiction authorized by applicable law to receive the proceeds of such distribution. The proceeds of such distribution shall thereafter be held solely for the benefit of and for ultimate distribution to such Member as the sole equitable owner thereof and shall be treated as abandoned property and escheat to the applicable state or other jurisdiction in accordance with applicable law. In no event shall the proceeds of any such distribution revert to or become the property of the Company.

7. After the Adoption Date, the officers or Managers of the Company, in their sole and absolute discretion, shall obtain any certificates required from the Florida tax authorities and/or any other applicable tax authority and, upon obtaining such certificates, the Company shall file with the Secretary of State of the State of Florida Articles of Dissolution (the "Articles of Dissolution") in accordance with the Act.

8. Adoption of this Plan by the Member shall constitute the approval of the Member to the sale, exchange or other disposition in liquidation of all of the property and assets of the Company, whether such sale, exchange or other disposition occurs in one transaction or a series of transactions, and shall constitute ratification of all contracts for sale, exchange or other disposition which are conditioned on adoption of this Plan.

9. In connection with and for the purpose of implementing and assuring completion of this Plan, the Company may, in the absolute discretion of the Managers, pay any brokerage, agency, professional and other fees and expenses of persons rendering services to the Company in connection with the collection, sale, exchange or other disposition of the Company's property and assets and the implementation of this Plan.

FILED
JAN 7 AM 11:34
CLERK OF STATE
TALLAHASSEE, FLORIDA

10. In connection with and for the purpose of implementing and assuring completion of this Plan, the Company may, in the absolute discretion of the Managers, pay to the Company's officers, employees, agents and representatives, or any of them, compensation or additional compensation above their regular compensation, in money or other property, in recognition of any extraordinary efforts they, or any of them, may be required to undertake, or actually undertake, in connection with the implementation of this Plan. Adoption of this Plan by the Member shall constitute the approval of the payment of any such compensation.

11. Notwithstanding authorization or consent to this Plan and the transactions contemplated hereby by the sole Member, the Managers may modify or amend this Plan and the transactions contemplated hereby without further action by the sole Member, but only to the extent permitted by the Act.

12. The Managers of the Company are hereby authorized, without further action by the sole Member, to do and perform or cause the officers of the Company to do and perform, any and all acts, and to make, execute, deliver or adopt any and all agreements, resolutions, conveyances, certificates and other documents of every kind which are deemed necessary, appropriate or desirable, in the absolute discretion of the Managers, to implement this Plan and the transactions contemplated hereby, including, without limiting the foregoing, (a) sell, dispose, convey, transfer, and deliver the assets of the Company, (b) to satisfy or provide for the satisfaction of the obligations of the Company, (c) to distribute all of the remaining assets of the Company to the Member in accordance with the provisions of the Agreement, (d) to dissolve the Company in accordance with the laws of the State of Florida and cause its withdrawal from all jurisdictions in which it is authorized to do business, and (e) prepare and consummate all filings or acts required by any state or federal law or regulation to wind up its affairs, including, without limitation, the filing of a final U.S. tax return.

13. The Company shall indemnify each of its managers, officers, employees and agents, trustees, escrow agents and any other advisors engaged by the Company (the words "he", "his," "him," and "person" being used hereafter in this paragraph to refer to such indemnified person and entity), against all liabilities and expenses, including amounts paid in satisfaction or judgments in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding by the Company or any other person, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or while engaged by the Company or thereafter and whether in connection with the liquidation of the Company or otherwise, by reason of his being or having been such a director or trustee, manager, officer, employee or agent, except with respect to any matter as to which (i) his action or failure to act was material to the cause of action so adjudicated and was committed in bad faith or was the result of active and deliberate dishonesty, (ii) he actually received an improper benefit in money, property or services, or (iii) in the case of any criminal action or proceeding, he had reasonable cause to believe his action or failure to act was unlawful; provided, however that as to any proceeding by or in the right of the Company, indemnification may not be made in respect to any proceeding in which such manager or trustee, director, officer, employee or agent, shall have been adjudicated to be liable to the Company. The Managers may make advance payments in connection with the indemnification under this paragraph, provided that the indemnified manager, trustee, officer, employee or agent shall have given a written affirmation of his good faith belief that he meets the standard of

FILED
JAN 27 AM 11:34
CLERK OF STATE
TALLAHASSEE, FLORIDA

conduct necessary for indemnification. Indemnification under this section shall be to the fullest extent allowed under the Act. In the event that the Company's assets are insufficient to satisfy its indemnification obligation hereunder, the Member shall indemnify the person entitled to indemnification hereunder to the extent allowable by law and to the extent any distributions received by the Member exceed the amount which properly could have been distributed. The foregoing indemnification provision shall survive the liquidation and termination of the Company. The rights accruing to any manager, trustee, officer, employee or agent under this Section 13 shall not exclude any other right to which he may be lawfully entitled.

14. This Plan and the terms hereof shall be interpreted and construed under the laws of the State of Florida. To the extent there is a conflict between the Plan and the Agreement, the provisions of (i) the Agreement shall control with respect to distributions to the sole Member of the Company, and (ii) this Plan shall control with respect to all other matters.

[END OF PLAN]

FILED

2009 DEC 27 AM 11:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA