

L05000074682

(Requestor's Name)

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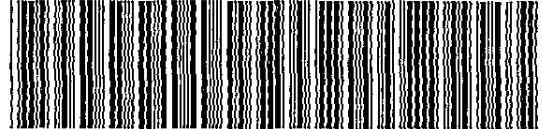
(Business Entity Name)

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06 MAR -7 PM 4:49

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CORP DIRECT AG] S, INC. (formerly CCRS)  
515 EAST PARK AVENUE  
TALLAHASSEE, FL 32301  
222-1173

FILING COVER SHEET  
ACCT. #FCA-14

CONTACT: TRICIA TADLOCK  
DATE: 03-07-06  
REF. #: 0399.48924  
CORP. NAME: TCM MEDIA ASSOCIATES, LLC

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2006 MAR -7 AM 9:37  
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TALLAHASSEE, FLORIDA

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION   | <input type="checkbox"/> ARTICLES OF AMENDMENT  | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT               | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME         |
| <input type="checkbox"/> FOREIGN QUALIFICATION       | <input type="checkbox"/> LIMITED PARTNERSHIP    | <input type="checkbox"/> LIMITED LIABILITY       |
| <input type="checkbox"/> REINSTATEMENT               | <input checked="" type="checkbox"/> MERGER      | <input type="checkbox"/> WITHDRAWAL              |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION |   |  |
| <input type="checkbox"/> OTHER:                      |   |  |

STATE FEES PREPAID WITH CHECK# 516309 FOR \$ 50.00.

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

\_\_\_\_\_ COST LIMIT: \$ \_\_\_\_\_

PLEASE RETURN:

- |  |   |  |
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| <input type="checkbox"/> CERTIFIED COPY        | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input checked="" type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS |   |  |

Examiner's Initials

**CERTIFICATE OF MERGER**

**OF**

**TCM MEDIA ASSOCIATES, LLC,**  
a New York Limited Liability Company

**AND**

**TCM MEDIA ASSOCIATES, LLC,**  
a Florida Limited Liability Company

**FILED**  
2006 MAR -7 AM 9:37  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following articles of merger are being submitted in accordance with section 608.4382, Florida Statutes.

**ARTICLE I**

The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<b>TCM Media Associates, LLC</b> 5880 Midnight Pass Road Apartment 701 Sarasota, FL 34242	Florida	Limited Liability Company
Florida Document/Registration Number: L05000074682 Date of Formation: July 29, 2005		FEI Number: 13-3919614
<b>TCM Media Associates, LLC</b> 5880 Midnight Pass Road Apartment 701 Sarasota, FL 34242	New York	Limited Liability Company
New York Document/Registration Number: N/A Date of Formation: November 4, 1996		FEI Number: 13-3919614

**ARTICLE II**

The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
TCM Media Associates, LLC 5880 Midnight Pass Road Apartment 701 Sarasota, FL 34242	Florida	Limited Liability Company

### ARTICLE III

The attached Plan of Merger meets the requirements of section 608.438, Florida Statutes, and was approved by each limited liability company that is a party to the merger in accordance with Chapter 608, Florida Statutes.

### ARTICLE IV

The attached Plan of Merger was approved by all business entities that are parties to the merger in accordance with the respective laws of the State of Florida and the State of New York.

### ARTICLE V

The surviving entity hereby appoints Anthony C. Malara, 5808 Midnight Pass Road, Apartment 701, Sarasota, Florida 34242, as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each limited liability company that is a party to the merger.

### ARTICLE VI

The surviving entity agrees to pay the dissenting partners and/or members of each limited liability company that is a party to the merger the amount, if any, to which they are entitled under section 608.4384, Florida Statutes.

### ARTICLE VII

The surviving entity, TCM Media Associates, LLC, has obtained the written consent of each member or person that as a result of the merger is now a member of the surviving entity, TCM Media Associates, LLC, pursuant to section 608.4381(2), Florida Statutes.

### ARTICLE VIII

The merger is permitted under the respective laws of the State of Florida and the State of New York and is not prohibited by the agreement of any regulations or articles of organization of any limited liability company that is a party to the merger.

### ARTICLE IX

The merger shall become effective as of the date of filing with the Florida Department of State.

**ARTICLE X**

The Articles of Merger comply and were executed in accordance with the laws the State of Florida and the laws of the State of New York.

IN WITNESS WHEREOF the parties have executed these Articles of Merger this 18<sup>th</sup> day of Sept, 2005.

**TCM MEDIA ASSOCIATES, LLC, a**  
New York Limited Liability Company

By: Anthony C. Malara  
Anthony C. Malara, Manager

**TCM MEDIA ASSOCIATES, LLC, a**  
Florida Limited Liability Company

By: Anthony C. Malara  
Anthony C. Malara, Manager

## **AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger ("Agreement") is dated this 18<sup>th</sup> day of Sept, 2005, by and between *TCM MEDIA ASSOCIATES, LLC*, a New York limited liability company ("Disappearing LLC"), and *TCM MEDIA ASSOCIATES, LLC*, a Florida limited liability company ("Acquiring LLC") (the Disappearing LLC and Acquiring LLC are sometimes referred to herein collectively as the "Constituent Entities").

### **Recitals**

WHEREAS, both of the Constituent Entities are limited liability companies which desire to enter into this Agreement and Plan of Merger to form a new limited liability company to continue the combined businesses of the Constituent Entities and intend that the transaction qualify as a tax-free exchange under applicable provisions of the Internal Revenue Code;

NOW, THEREFORE, in consideration of the mutual covenants and agreements, the parties agree as follows:

#### **1. Merger**

Disappearing LLC will merge with and into Acquiring LLC in accordance with the laws of Florida, the laws of the State of New York and this Agreement. The legal existence of Disappearing LLC shall cease when it is merged into Acquiring LLC. The existence of Acquiring LLC shall remain unimpaired as the surviving limited liability company following the merger, and the surviving limited liability company is referred to herein as "Surviving LLC."

#### **2. Name of Surviving LLC**

The name of Surviving LLC shall be *TCM MEDIA ASSOCIATES, LLC*, a Florida Limited Liability Company.

#### **3. Principal Office of Surviving LLC**

The principal office of Surviving LLC shall be the current principal office of Acquiring LLC, located at 5880 Midnight Pass Road, Apartment 701, Sarasota, Florida 34242.

#### **4. Purpose of Surviving LLC**

The purpose of the Surviving LLC is to engage in any lawful act or activity for which limited liability companies may be formed under the Florida Statutes.

## **5. Resident Agent of Surviving LLC**

Anthony C. Malara, 5880 Midnight Pass Road, Apartment 701, Sarasota, Florida 34242, shall be, and is hereby, appointed as the person to whom process, tax notices, and demands against Surviving LLC, or either of the Constituent Entities, may be served.

## **6. Effective Date**

The merger shall become effective June 1, 2005, or on the day on which the following have been completed, whichever last occurs (the "Effective Date"):

a. This Agreement has been approved by the Board of Managers and members of Disappearing LLC and Acquiring LLC in accordance with the laws of the State of New York and the State of Florida, and the action has been certified by the Secretary or Assistant Secretary of Disappearing LLC and Acquiring LLC;

b. Articles of Merger, in substantially the form attached hereto as Exhibit "A" ("Articles of Merger"), have been signed and filed according to law and a Certificate of Merger has been issued by the Secretary of State;

c. All conditions precedent to each party's duties of performance under this Agreement exist or have occurred, unless waived in writing; and

d. No event giving either party the right to terminate this Agreement has occurred.

## **7. Articles of Organization and Operating Agreement**

On the Effective Date, the Articles of Organization and the Operating Agreements of Acquiring LLC shall become the Articles of Organization and Operating Agreements of Surviving LLC.

## **8. Future Operations**

The parties presently intend, subject to the changes that the managers of Surviving LLC in their judgment may deem appropriate, that after the Effective Date:

a. The business presently conducted by Disappearing LLC and Acquiring LLC shall continue in substantially its present form; and

b. The officers and managers of the Constituent Entities shall continue to act in their present capacities in conducting the business of the Constituent Entities following the merger.

## 9. Managers

The manager of Surviving LLC who shall serve until their successors are elected and qualified at the next annual meeting of the members of Surviving LLC shall be: Anthony C. Malara.

## 10. Equity Interests of Constituent Entities

The Constituent Entities represent and warrant to each other (solely as to matters relating to the party making the representation) as follows:

a. There are currently One Hundred (100) membership interests in Disappearing LLC outstanding and they are owned as follows:

Anthony J. Malara, III	10 Units
Anthony C. Malara	70 Units
Elizabeth M. Hamilton	10 Units
Margaret M. Wilmeth	<u>10 Units</u>
TOTAL	100 Units

b. There are currently One Hundred (100) membership interests in Acquiring LLC outstanding and they are owned as follows:

Anthony J. Malara, III	10 Units
Anthony C. Malara	70 Units
Elizabeth M. Hamilton	10 Units
Margaret M. Wilmeth	<u>10 Units</u>
TOTAL	100 Units

## 11. Conversion of Interests in Disappearing LLC

The mode of effecting the merger of Disappearing LLC into Acquiring LLC, and the manner and basis for converting the membership interests of Disappearing LLC into membership interests in the Surviving LLC, shall be as follows:

Each member of Disappearing LLC shall surrender his certificate or certificates to the Surviving LLC at the effective date of the merger. Upon surrender to the



Surviving LLC of the respective certificates for outstanding membership interests of Disappearing LLC, there shall be issued to the respective holders thereof, in substitution therefor, certificates for fully paid and nonassessable membership interests of the Surviving LLC. Each membership unit of Disappearing LLC shall be converted to one (1) membership unit in Surviving LLC.

## **12. Merger of Interests and Assumption of Liabilities**

At the Effective Date, the Constituent Entities shall be deemed merged as provided by statute. All rights, privileges, immunities, powers, and franchises of a public or private nature, and all property, real, personal, or mixed, of Disappearing LLC shall be taken and deemed to be transferred, and shall be vested in Surviving LLC without further act or deed; but Surviving LLC shall thenceforth be liable for all debts, liabilities, obligations, duties, and penalties of the Constituent Entities, and all such debts, liabilities, obligations, duties, and penalties shall thenceforth attach to Surviving LLC and may be enforced against it to the same extent as if the debts, liabilities, obligations, duties, and penalties had been incurred or contracted by Surviving LLC. When requested by Surviving LLC, Disappearing LLC shall execute and deliver all deeds and other instruments deemed by Surviving LLC to be necessary in order to vest Surviving LLC with title to and possession of all rights and property of Disappearing LLC.

## **13. Representations and Warranties**

The Constituent Entities represent and warrant to each other (solely as to matters relating to the party making the representation) as follows:

- a. Disappearing LLC is organized and in good standing under the laws of the State of New York.
- b. Acquiring LLC is organized and in good standing under the laws of the State of Florida.
- c. The signing of this Agreement by Disappearing LLC and Acquiring LLC and the consummation of the transactions contemplated by this Agreement have been approved by their Managers, subject to approval by their members. On approval by their members in accordance with law, no further action is necessary under the Florida Limited Liability Company Act or the New York Limited Liability Company Law to make this Agreement valid and binding upon the parties. The signing of this Agreement and the consummation of the transactions contemplated by this Agreement do not violate any provisions of Articles of Organization, Operating Agreements, notes, or other agreements or documents to which the undersigned are parties.

## **14. Right to Abandon Merger**

The Managers of either of the Constituent Entities shall each have the power, in their discretion, to abandon the merger provided for herein prior to the filing of the Articles of Merger with the Office of the Secretary of State of Florida and the Certificate of Merger with the State of New York.

## 15. Notices

Any notice of request to be given under this Agreement by one party to another shall be in writing and shall be delivered personally or by certified mail, postage prepaid, with a copy to the party's counsel, or to such other addresses as any party or counsel may designate in writing to the other.

## 16. Waivers

Each party may, by written instrument, (a) extend the time for the performance of any of the obligations or other acts of another party to this Agreement; (b) waive any inaccuracies of another party in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance by another party with any of the covenants contained in the Agreement; and (d) waive another party's performance of any of the obligations set out in this Agreement. Any agreement on the part of a party for any such extension or waiver shall be validly and sufficiently authorized for the purposes of this Agreement if it is authorized by the Manager of the party granting the extension or waiver. No waiver by a party to this Agreement of a breach of any term or condition of this Agreement shall be construed to operate as a waiver of any other or subsequent breach of the same or of any other term or condition, unless otherwise expressly provided.

## 17. Expenses

Each of the Constituent Entities will pay their respective costs and expenses of their performance of and compliance with all agreements and conditions contained in this Agreement. If this Agreement is terminated and the merger is not effected, each party will pay all costs and expenses of its performance of and compliance with all agreements and conditions contained herein, including fees, expenses, and disbursements of its accountants and counsel.

## 18. Counterparts

For the convenience of the parties and to facilitate the filing and recording of this Agreement, it may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

## 19. Entire Agreement

This Agreement embodies all of the agreements and understandings in relation to the subject matter of this Agreement, and no covenants, understandings, or agreements in relation to this Agreement exist between the parties, except as expressly set forth in this Agreement.

## 20. Third Parties

Nothing expressed or implied in this Agreement shall be construed to confer upon or give to any person, firm, or limited liability company, other than a party to this Agreement, any rights or remedies under or by reason of this Agreement.

## 21. Federal Securities Act Exemption

The membership interests of the Acquiring LLC to be issued pursuant to this Agreement shall not be registered under the Securities Act of 1933, in reliance on Section 4(2) of the Securities Act of 1933 or such other exemption as the Acquiring LLC and its counsel shall elect. The parties agree that the membership interests of the Acquiring LLC issued pursuant to this Agreement, whether represented by certificates or merely reflected in the Operating Agreement of the Acquiring LLC, shall bear a restrictive legend stating substantially as follows:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED, OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933 OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT.

## 22. Dissenters' Rights

Members of the Disappearing LLC shall be entitled to dissenters' rights as provided in New York Limited Liability Company Law, and the Florida Limited Liability Company Act, which rights shall be subject to the following terms and conditions:

a. Members of the Disappearing LLC shall have the right to perfect dissenters' rights as provided by law. Membership interests of dissenting members ("Dissenting Interests") shall not be converted into membership interests of the Acquiring LLC but shall be converted into the right to receive such consideration as may be determined to be due under the New York Limited Liability Company Law, and the Florida Limited Liability Company Act.

b. Disappearing LLC shall give Acquiring LLC prompt notice of any demand received by Disappearing LLC for appraisal of Dissenting Interests, and Acquiring LLC shall have the right to participate in all negotiations and proceedings with respect to such demand. Except with the prior written consent of Acquiring LLC or as required under the Florida Limited Liability Company Act, Disappearing LLC will not voluntarily make any payment with respect to, or settle or offer to settle, any such demand for appraisal.

c. Each member of Disappearing LLC who becomes entitled to payment of the value of Dissenting Interests shall receive payment for such Dissenting Interests, but only after that value is agreed to or finally determined pursuant to the Florida Limited Liability Company Act.

IN WITNESS WHEREOF, the Constituent Entities have caused their respective names to be signed hereto by their duly authorized agents as of the day and year first above written.

TCM MEDIA ASSOCIATES, LLC, a  
New York Limited Liability Company

By: Anthony C. Malara  
Anthony C. Malara, Manager

"Disappearing LLC"

TCM MEDIA ASSOCIATES, LLC, a  
Florida Limited Liability Company

By: Anthony C. Malara  
Anthony C. Malara, Manager

"Acquiring LLC"

*State of New York }  
Department of State } ss:*

*I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.*

*Witness my hand and seal of the Department of State on*

**March 03, 2006**



A handwritten signature in black ink, appearing to be "D. J. ...", written over the printed name.

*Special Deputy Secretary of State*

F060213000956

New York State  
Department of State  
Division of Corporations, State Records  
and Uniform Commercial Code  
Albany, NY 12231

**CERTIFICATE OF MERGER**

**OF**  
**TCM MEDIA ASSOCIATES, LLC, a New York Limited Liability Company**

**and**

**TCM MEDIA ASSOCIATES, LLC, a Florida Limited Liability Company**

**into**

**TCM MEDIA ASSOCIATES, LLC, a Florida Limited Liability Company**  
Under Section 1003 of the Limited Liability Company Law

FIRST: The exact name, date of formation, jurisdiction, and entity type for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
TCM Media Associates, LLC	Florida	Limited Liability Company

Date of Formation: July 29, 2005

TCM Media Associates, LLC	New York	Limited Liability Company
Formerly known as: Tony C. Malara Media Associates, LLC		

Date of Formation: November 4, 1996

SECOND: The agreement of merger has been approved and executed by each limited liability company or other business entity that is to merge.

THIRD: The name of the surviving foreign limited liability company is TCM Media Associates, LLC.

FOURTH: The effective date of the merger shall be the date of filing of this Certificate of Merger with the New York Department of State.

1

FOURTH: The effective date of the merger shall be the date of filing of this Certificate of Merger with the New York Department of State.

FIFTH: The surviving foreign limited liability company may be served with process in this state in any action or special proceeding for the enforcement of any liability or obligation of any domestic limited liability company, domestic business corporation or domestic other business entity previously amenable to suit in this state that is to merge and for the enforcement that is provided in the Limited Liability Company Law of the right of members of any domestic limited liability company, to receive payment for their interests against the surviving foreign limited liability company. The surviving foreign limited liability company shall not do business in this State until an application for such authority shall have been filed with the Department of State.

SIXTH: Pursuant to Section 1005 of the Limited Liability Company Law or any applicable statute, the surviving foreign limited liability company will promptly pay to the members of each domestic limited liability company to which they shall be entitled under the provisions of the New York Limited Liability Company Law and any applicable statute relating to the right of members and owners to receive payment for their interest.

SEVENTH: The Secretary of State is designated as agent of the foregoing limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process served upon him or her is c/o John A. Moran, Esq., 1990 Main Street, Suite 700, Sarasota, Florida 34236.

EIGHTH: The merger is permitted under the respective laws of the State of Florida and the State of New York and is not prohibited by the agreement of any regulations or articles of organization of any limited liability company that is a party to the merger.

NINTH: The Agreement and Plan of Merger is on file at the following place of business of the surviving foreign limited liability company:

TCM Media Associates, LLC  
5880 Midnight Pass Road, #701  
Sarasota, FL 34242

TENTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving foreign limited liability company on request and without cost to any member of any domestic limited liability company or to any person holding an interest in any other business entity that is to merge pursuant to such agreement.

TCM Media Associates, LLC, a New York  
Limited Liability Company

TCM Media Associates, LLC, a Florida  
Limited Liability Company

By:   
ANTHONY C. MALARA, Manager

By:   
ANTHONY C. MALARA, Manager

F060213000956

**CERTIFICATE OF MERGER  
OF**

**TCM MEDIA ASSOCIATES, LLC, a New York Limited Liability Company**

**and**

**TCM Media Associates, LLC, a Florida Limited Liability Company**

Under Section 1003 of the Limited Liability Company Law

Filed by:  
Rebecca J. Proctor, Esq.  
DUNLAP & MORAN, P.A.  
P. O. Box 3948  
Sarasota, FL 34230-3948

RJP:lm/6410-4/Certificate of Merger

STATE OF NEW YORK  
DEPARTMENT OF STATE  
FILED FEB 13 2006  
TAXS: 8  
Y: PAK