

L070000055004

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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MAIL

(Business Entity Name)

(Document Number)

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Certificates of Status _____

Special Instructions to Filing Officer:

L07-55004
A. LUNT
JAN 14 2010

EXAMINER

Office Use Only



400163414774

12/21/09--01043--012 **25.00

01/12/10--01020--002 **25.00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2010 JAN 13 PM 2:42

FILED



FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 23, 2009

MATTHEW P. COLLINS
P.O. BOX 191062
ATLANTA, GA 31119

SUBJECT: TRADE VENTURES LLC
Ref. Number: L07000055004

We have received your document for TRADE VENTURES LLC and your check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Limited Liability Companies are not corporations. Limited Liability Companies are unique business entities with special characteristics and attributes formed under Chapter 608, Florida Statutes. Corporations, on the other hand, are formed under Chapter 607, Florida Statutes, and possess other distinctive traits and characteristics. Consequently, limited liability company documents cannot contain any references/terms which may implicate the entity is a corporation. Please delete any references to the term "corporation" or the like from your document.

The total amount due is \$50.00.

There is a balance due of \$25.00.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6094.

Agnes Lunt
Regulatory Specialist II

Letter Number: 309A00039056

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Trade Ventures LLC
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Matthew P. Collins
Contact Person

Trade Ventures LLC
Firm/Company

PO Box 191062
Address

Atlanta, Georgia 31119
City, State and Zip Code

matt@mpcollins.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Matthew P. Collins at (404) 214-6070
Name of Contact Person Area Code and Daytime Telephone Number

☐ Certified copy (optional) \$30.00

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

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

Matthew P. Collins

Attorney at Law

3 West Paces Ferry Road, Suite 201

Atlanta, Georgia 30305

Mail to: PO Box 191062

Atlanta, Georgia 31119

404-214-6070

Fax: 678-669-1518

Email: matt@mpepc.com

December 30, 2009

Florida Department of State
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

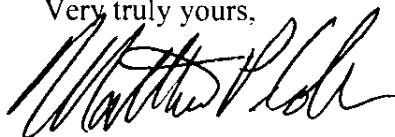
Re: Certificate of Merger for Trade Ventures LLC

To whom it may concern:

Please find the enclosed revised Certificate of Merger as well as the Plan of Merger with the requested changes. I've also enclosed an additional payment of \$25.00 for completion of the filing fee.

If you have any questions on this or if you need anything else, please do not hesitate to let me know.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Matthew P. Collins', written over a horizontal line.

Matthew P. Collins

Enc.



FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 23, 2009

MATTHEW P. COLLINS
P.O. BOX 191062
ATLANTA, GA 31119

SUBJECT: TRADE VENTURES LLC
Ref. Number: L07000055004

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Agnes Lunt
Regulatory Specialist II

Letter Number: 309A00039056

CERTIFICATE OF MERGER

Between

TRADE VENTURES LLC (a Florida Limited Liability Company)

and

TRADE VENTURES LLC (a Georgia Limited Liability Company)

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2010 JAN 13 PM 2:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I.

Attached hereto as Exhibit "A" and by reference made a part hereof is the Agreement and Plan of Merger duly approved and adopted by both the Florida Limited Liability Corporation and the Georgia Limited Liability Corporation.

II.

The Plan of Merger was duly approved by the Membership Shareholders of both Limited Liability Corporations.

III.

The surviving entity shall be Trade Ventures LLC in Georgia.

IV.

There will be no amendments to the Articles of Organization.

V.

The effective date of the merger is December 31, 2009.

VI.

The Agreement and Plan of Merger is on file at the principal place of business of the surviving entity, Trade Ventures LLC, at 3 West Paces Ferry Road, Suite 201, Atlanta, GA 30305.

VII.

A copy of the Plan of Merger will be furnished upon request and at no cost to any member of any constituent entity.

VIII.

Trade Ventures LLC (a Georgia Limited Liability Corporation and the surviving entity) hereby appoints the Florida Secretary of State as agent for the surviving entity on whom process in Florida in any proceeding for the enforcement of an obligation of each limited liability company or for any appraisal rights of an entity's members may be served. A copy of the process received by the Florida Secretary of State may be mailed to: Trade Ventures, LLC, ATTN: Matthew P. Collins, 3 West Paces Ferry Road, Suite 201, Atlanta, GA 30305.

Respectfully submitted,



Matthew P. Collins
General Counsel
Trade Ventures LLC

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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2010 JAN 13 PM 2:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER
BETWEEN
TRADE VENTURES LLC (A Florida Limited Liability Company)
AND
TRADE VENTURES LLC (A Georgia Limited Liability Company)

This Agreement and Plan of Merger (hereinafter referred to as the "Agreement") effective on the 31st day of December, 2009, by and between Trade Ventures LLC a Florida Limited Liability Corporation (hereinafter sometimes referred to as "TV Florida") and Trade Ventures LLC, a Georgia Limited Liability Corporation (hereinafter sometimes referred to as "TV Georgia") and said corporations being hereinafter sometimes referred to as the "Constituent Corporations": *LLCs*

WITNESSETH:

WHEREAS, TV Florida is a Limited Liability Corporation duly organized and validly existing under the laws of the State of Florida; and

WHEREAS, TV Georgia is a corporation duly organized and validly existing under the laws of the State of Georgia; and

WHEREAS, the Members of each of said corporations deem it advisable and for the benefit of each of said corporations and their respective shareholders that TV Florida merge itself into TV Georgia.

NOW, THEREFORE, for and in consideration of the mutual agreements, promises and covenants hereinafter contained, it is hereby agreed by and between the parties hereto subject to the approval and adoption of this Agreement by the respective shareholders of each of the Constituent *LLCs* Corporations, and subject to the conditions hereinafter set forth, that TV Florida be merged into TV Georgia (hereinafter sometimes referred to as the "Surviving *LLC* Corporation"), the corporate existence of which shall be continued under the same name, and thereafter the individual existence of TV Florida shall cease. The terms and conditions of the merger hereby agreed upon and the mode of carrying the same into effect and the manner of converting the shares of TV Florida into securities of the Surviving *LLC* Corporation are and shall be as follows:

1.

The acts and things required to be done by the laws of the states of Florida and Georgia (collectively referred to as the "Code") in order to make this Agreement effective, including the submission of this Agreement to the Members of both of the Constituent *LLCs* Corporations and the filing of the Articles of Merger or Certificate of Merger in the manner provided for in both states as set forth in the Code, shall be attended to and done by the proper officers of the Constituent *LLCs* Corporations as soon as practicable.

RV

2.

Until altered, amended, or repealed as therein provided, the Bylaws of TV Georgia as in effect on the Effective Date shall be the Bylaws of the Surviving ~~Corporation~~ ^{LLC}. The tax identification number of TV Florida shall be adopted by, used by and remain actively identifiable for TV Georgia.

3.

Upon the merger contemplated herein becoming effective, the Managers of the Surviving ~~Corporation~~ ^{LLC} shall be as follows:

Name of Manager:

Rick Latona

Address:

3 West Paces Ferry Road

Suite 201

Atlanta, Georgia 30305

This person shall hold office until the next annual meeting of the Members of the Surviving ~~Corporation~~ ^{LLC} and until their respective successors are elected in accordance with the Bylaws of the Surviving ~~Corporation~~ ^{LLC}.

4.

The effective date of the merger shall be December 31, 2009 or as soon thereafter as possible.

5.

(a) Upon the Effective Date of the merger:

(i) Each membership share of TV Georgia issued and outstanding immediately prior to the Effective Date shall continue unchanged and shall continue to evidence the same number of membership shares of the Surviving ~~Corporation~~ ^{LLC}.

(ii) Each membership share of TV Florida may be converted into one membership share of the Surviving ~~Corporation~~ ^{LLC}. It is expected that Members of TV Florida will sell all their interests to the Members of TV Georgia and that said sale will occur contemporaneous to the merger.

(b) From and after the Effective Dates each remaining holder of any of the membership shares in TV Florida as above provided herein shall receive from the Surviving ~~Corporation~~ ^{LLC} a statement setting forth the name of the Surviving ~~Corporation~~ ^{LLC} and stating that it is organized under the laws of the State of Georgia; the name of the holder of the converted shares; the number of shares of the newly converted shares; and any restrictions on the transfer or registration of transfer of the shares of the Surviving ~~Corporation~~ ^{LLC}.

6.

Upon the Effective Date, every other corporation party to the merger shall merge into the Surviving ~~Corporation~~ ^{LLC} and the separate existence of every corporation except the Surviving ~~Corporation~~ ^{LLC} shall cease, and in accordance with the terms of this Agreement, the title to all property owned by each corporation party to the merger shall be vested in the Surviving ~~Corporation~~ ^{LLC} without reversion or impairment; the Surviving ~~Corporation~~ ^{LLC} shall have all of the liabilities of each corporation ^{LLC}.

LLC

RV

party to the merger; any proceeding pending against any corporation party to the merger may be continued as if the merger did not occur or the Surviving ~~Corporation~~ ^{LLC} may be substituted in the proceeding for the corporation whose existence ceased; and the membership shares of each corporation party to the merger that are to be converted into shares, obligations, or other securities or the Surviving ~~Corporation~~ ^{LLC} shall be converted and the former holders of the shares shall be entitled only to the rights provided in this Agreement.

7.

If at any time the Surviving ~~Corporation~~ ^{LLC} shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of TV Georgia, the proper officers and directors of TV Georgia shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving ~~Corporation~~ ^{LLC} and otherwise to carry out the purposes of this Agreement.

8.

From the date of this Agreement until the Effective Date or until the abandonment of the merger pursuant to the provisions hereof:

(a) Both companies shall continue to conduct their respective businesses in the ordinary course, and neither shall, without the prior written consent of the other, engage in any transaction or incur any obligation except in the ordinary course of business or as otherwise authorized by this Agreement. Without limiting the foregoing, neither company shall during the foregoing period, without the prior consent of the other:

(i) amend its Articles of Organization, except as may be necessary to carry out this Agreement or as required by law.

(ii) borrow any money.

(iii) issue, sell, encumber, or otherwise dispose of any shares of its membership shares.

(iv) declare, authorize, or pay any dividend on, make any distribution in respect of, redeem or acquire for value any shares of its capital stock, directly or indirectly.

(v) sell, lease, or otherwise dispose of any part of its property or assets, except in the ordinary course of business; enter into any new plans or agreements for the benefit of officers or employees or increase the benefits under any existing such plan.

(vi) make any purchase of real estate, personal property, merchandise, or securities, except in the ordinary course of business.

(b) each company shall each make available for examination by the other as requested, in addition to its financial statements, any inventory and other detailed records in support of such statements; records of important contracts, commitments, leases, licensing agreements, deeds, title insurance policies, patents, trademarks, and other evidence of interest or ownership in property; details and status of the various funds, plans, profit sharing and deferred compensation agreements, if any, stock option plans and other provisions of either party for the benefit of its officers and employees, income tax returns, audit material and related data; information concerning claims, litigation threatened or pending, and all other information relevant to their respective businesses and to the merger herein contemplated;

PL

TV Georgia represents and warrants to TV Florida as follows:

(a) TV Georgia is a Limited Liability Corporation duly organized, validly existing, and in good standing under the laws of the State of Georgia, has full corporate power to carry on its business as it is now being conducted and to own and operate the properties and assets now owned or operated by it and is duly qualified to do business and is in good standing in each jurisdiction where the conduct of its business or the ownership of its property requires such qualification.

(b) All of the outstanding membership shares of TV Georgia are validly issued, fully paid and non-assessable.

(c) The balance sheet of TV Georgia as of October 19th, 2009 and statement of income (loss) and retained earnings for the year, present fairly the financial position and the results of the operations of TV Georgia in accordance with generally accepted accounting principles consistently applied. TV Georgia has no liabilities or obligations, either accrued, absolute, contingent, or otherwise, which are in the aggregate (in relation to the financial position of TV Georgia) material.

(d) All federal, state, and other tax returns and reports that are required by law to be filed by TV Georgia have been duly filed and all taxes, assessments, fees, and other governmental charges shown to be due on said returns and reports have been paid as there have been no obligations in this matter to date.

(f) There has not been (i) any material adverse change in the financial condition or in the operation, business, or property of TV Georgia; (ii) any damage, destruction, or loss, whether covered by insurance or not, materially affecting the operations, business, or property of TV Georgia; (iii) any declaration, setting aside, or payment of any dividend, or any distribution in respect of the membership shares of TV Georgia, or any redemption, purchase, or other acquisition of such stock; or (iv) any labor trouble other than routine grievance matters, none of which is material.

(g) TV Georgia has good title to all of its property and assets free and clear of all mortgages, liens, pledges, charges, or encumbrances of any nature whatsoever

(h) There is no suit, action, or litigation, administrative, arbitration, or other proceedings, which might materially and adversely affect the overall financial condition, business, or property of TV Georgia. TV Georgia has complied with and is not in default in any material respect under any laws, ordinances, requirements, regulations, or orders applicable to its business.

(i) The execution of this Agreement has been duly authorized by the Board of Managers of TV Georgia and no further corporate action is necessary for the execution hereof. Neither the execution and delivery of this Agreement, nor the consummation of the transaction provided for herein, will violate any material agreement to which TV Georgia is a party or by which it is bound or any provisions of the Articles of Organization or Bylaws of TV Georgia or any law, order, or decree (except that such consummation is subject to member approval as set forth herein).

TV Florida represents and warrants to TV Georgia as follows:

(a) TV Florida is a Limited Liability Corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, has full corporate power to carry on its business as it is now being conducted and to own and operate the properties and assets now owned or operated by it and is duly qualified to do business and is in good standing in each jurisdiction where the conduct of its business or the ownership of its property requires such qualification.

(b) All of the outstanding membership shares of TV Florida are validly issued, fully paid and non-assessable.

(c) The balance sheet of TV Florida as of October 19th, 2009 and statement of income (loss) and retained earnings for the year, present fairly the financial position and the results of the operations of TV Florida in accordance with generally accepted accounting principles consistently applied. TV Florida has no liabilities or obligations, either accrued, absolute, contingent, or otherwise, which are in the aggregate (in relation to the financial position of TV Florida) material.

(d) All federal, state, and other tax returns and reports that are required by law to be filed by TV Florida have been duly filed and all taxes, assessments, fees, and other governmental charges shown to be due on said returns and reports have been paid as there have been no obligations in this matter to date.

(f) There has not been (i) any material adverse change in the financial condition or in the operation, business, or property of TV Florida; (ii) any damage, destruction, or loss, whether covered by insurance or not, materially affecting the operations, business, or property of TV Florida; (iii) any declaration, setting aside, or payment of any dividend, or any distribution in respect of the membership shares of TV Florida, or any redemption, purchase, or other acquisition of such stock; or (iv) any labor trouble other than routine grievance matters, none of which is material.

(g) TV Florida has good title to all of its property and assets free and clear of all mortgages, liens, pledges, charges, or encumbrances of any nature whatsoever

(h) There is no suit, action, or litigation, administrative, arbitration, or other proceedings, which might materially and adversely affect the overall financial condition, business, or property of TV Florida. TV Florida has complied with and is not in default in any material respect under any laws, ordinances, requirements, regulations, or orders applicable to its business.

(i) The execution of this Agreement has been duly authorized by the Board of Managers of TV Florida and no further corporate action is necessary for the execution hereof. Neither the execution and delivery of this Agreement, nor the consummation of the transaction provided for herein, will violate any material agreement to which TV Florida is a party or by which it is bound or any provisions of the Articles of Organization or Bylaws of TV Florida or any law, order, or decree (except that such consummation is subject to member approval as set forth herein).

11.

Anything herein to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time prior to the filing of the Articles of Merger:

- (a) By mutual consent of the Board of Managers of both Constituent ~~Corporations~~ *LLCS*
- (b) By the Board of Managers of either of the Constituent ~~Corporations~~ *LLCS*

12.

If the merger contemplated hereby becomes effective, all expenses incurred hereunder shall be borne by the Surviving ~~Corporation~~ *LLCS*. If, for any reason other than breach of the covenants of the parties set forth herein, the merger shall not become effective or shall be abandoned, then each of the Constituent ~~Corporations~~ *LLCS* shall bear its own expenses, separately incurred in connection herewith, with no liability to the other party hereto, and each shall pay one-half of the expenses incurred by them jointly.

RL

13.

All assets, debts and liabilities of both corporations shall become the responsibility of the Surviving ~~Corporation~~ LLC

14.

At any time before or after approval and adoption by the respective shareholders of the Constituent ~~Corporations~~ LLC, this Agreement may be modified in matter of form or supplemented by additional agreements, articles, or certificates, as may be mutually determined by the Board of Directors of the Constituent ~~Corporations~~ LLC to be necessary, desirable, or expedient to clarify the intention of the parties hereto or to effect or facilitate the filing, recording, or official approval of this Agreement and the consummation of the merger herein contemplated, in accordance with the purpose and intent of this Agreement.

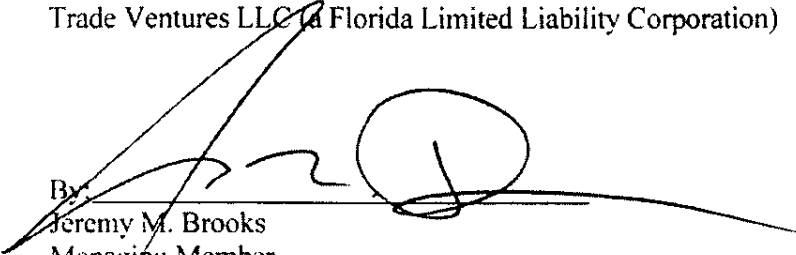
15.

The Members of the two companies shall enter into an Indemnification Agreement which shall become effective upon the Effective Date

IN WITNESS WHEREOF, TV Florida and TV Georgia have each caused this Agreement and Plan of Merger to be executed on their respective behalfs and the foregoing attested, all by their respective duly authorized officers on the dates set forth below.


On this 16 day of December, 2009.

Trade Ventures LLC (a Florida Limited Liability Corporation)

By: 
Jeremy M. Brooks
Managing Member

On this 17th day of December, 2009.

Trade Ventures LLC (a Georgia Limited Liability Corporation)

By: 
Rick Latona
Managing Member

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TALLAHASSEE, FLORIDA