

L08000098942

Florida Department of State  
Division of Corporations  
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## To:

Division of Corporations  
Fax Number : (850) 617-6380

Effective Date 01/01/09

## From:

Account Name : SHUMAKER, LOOP & KENDRICK LLP  
Account Number : 075500004387  
Phone : (813) 229-7600  
Fax Number : (813) 229-1660

## MERGER OR SHARE EXCHANGE

Channelside Capital, LLC

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	\$50.00

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Effective Date 01/01/09

**Certificate of Merger  
For  
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

**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>
L08000036839 Pinnacle Venture Partners, LLC	Florida	limited liability company
Channelside Capital, LLC	Florida	limited liability company

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Channelside Capital, LLC	Florida	limited liability company
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**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

January 1, 2009

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

N/A

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: N/A

Mailing address: N/A

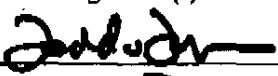

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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Pinnacle Venture Partners, LLC		Todd S. Farha
Channelside Capital, LLC		Todd S. Farha, Pres.
		of TSF Management, Inc.,
		Manager

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

**Fees:**

For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

**Certified Copy (optional):** \$30.00

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## PLAN OF MERGER

THIS PLAN OF MERGER, made and entered into as of the 22 day of December, 2008, by and between PINNACLE VENTURE PARTNERS, LLC, a Florida limited liability company (the "Merged Company"), and CHANNELSIDE CAPITAL, LLC, a Florida limited liability company (the "Surviving Company").

### WITNESSETH:

WHEREAS, the Merged Company is a Florida Limited Liability Company that is owned by one Member, Todd S. Farha, and is therefore a single-member LLC ignored for federal income tax purposes; and

WHEREAS, the Surviving Company is a Florida Limited Liability Company that is owned by one Member, TSF Holdings, LLLP (a Florida limited liability limited partnership), and managed by TSF Management, Inc., its sole General Partner (a Florida corporation), and is therefore a single-member LLC ignored for federal income tax purposes; and

WHEREAS, the Member of the Merged Company deems it advisable and in the best interests of the Merged Company to merge with and into the Surviving Company pursuant to Florida Statutes Section 608 entitled the "Florida Limited Liability Company Act" so that no gain or loss will be recognized by the Merged Company for federal income tax purposes, and the Member deems it advisable that the Surviving Company shall be the surviving Company and its existence as a continuing Company under the laws of the State of Florida shall not be affected in any manner by reason of the merger except as set forth herein (hereinafter called the "Merger"); and

WHEREAS, this Plan of Merger was approved and adopted by the Member of the Merged Company and the Member of the Surviving Company in the manner prescribed by Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions contained herein, the parties hereto agree, in accordance with the provisions of Florida Statutes Chapter 608 entitled the "Florida Limited Liability Company Act," the Merged Company shall be and hereby is merged with and into the Surviving Company, and that the terms and conditions of the Merger, the mode of carrying the same into effect, and the manner and basis of converting or otherwise dealing with the membership percentage of the Merged Company shall be as hereinafter set forth.

### ARTICLE I EXISTENCE

A. Upon the Merger becoming effective, (i) the separate existence of the Merged Company shall cease, (ii) the Surviving Company shall continue and be governed by the laws of the State of Florida, (iii) all property, real, personal, tangible and intangible and mixed, of every kind, make and description, and all rights, privileges, powers and franchises, whether or not by their terms assignable, all immunities of a public and of a private nature, all debts due on whatever account and

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all other choses in action belonging to the Merged Company shall be taken and be deemed to be transferred to and vested in the Surviving Company and shall be thereafter as effectively the property of the Surviving Company as they were the property of the Merged Company, and (iv) the title to any property, real, personal, tangible, intangible or mixed, wherever situated, and the ownership of any right or privilege vested in the Merged Company shall not revert or be lost or be adversely affected or be in any way impaired by reason of the Merger, but shall vest in the Surviving Company. Upon the Merger becoming effective, all rights of creditors and all liens upon the property of the Merged Company shall be preserved unimpaired, limited to the property affected by such liens at the time of the Merger becoming effective, and all debts, contracts, liabilities, obligations and duties of the Merged Company shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as they had been incurred or contracted by it.

B. The identity, existence, purposes, powers, franchises, rights and immunities, whether public or private, of the Surviving Company shall continue unaffected and unimpaired by the Merger, except as modified in this Agreement.

## **ARTICLE II ARTICLES OF SURVIVING COMPANY**

The Articles of Organization of the Merged Company in effect immediately prior to the time the Merger becomes effective shall, upon the Merger becoming effective, be and remain the Articles of Organization of the Surviving Company until the same shall be altered, amended or repealed.

## **ARTICLE III OPERATING AGREEMENT OF SURVIVING COMPANY**

The Operating Agreement of the Merged Company in effect immediately prior to the time the Merger becomes effective shall, upon the Merger becoming effective, become and remain the Operating Agreement of the Surviving Company until the same shall be altered, amended or repealed.

## **ARTICLE IV MANAGER OF THE SURVIVING COMPANY**

The Manager of the Merged Company in effect immediately prior to the time the Merger becomes effective, shall, upon the Merger becoming effective, be and remain the Manager of the Surviving Company until their successors are elected and qualified or the Member transfers its ownership in the Surviving Company.

## **ARTICLE V MEMBERSHIP INTEREST**

Each Membership Interest of the Merged Company issued and outstanding immediately prior to the Merger shall be converted into each issued and outstanding Membership Interest of the Surviving Company on a one for one basis.

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**ARTICLE VI  
APPROVAL OF MERGER**

This Plan of Merger has been approved by the sole Member of the Merged Company as of the 22 day of December, 2008 and by the Manager and sole Member of the Surviving Company, as of the 22 day of December, 2008, in each instance as provided by Florida Statutes Section 608.

**ARTICLE VII  
EFFECTIVE DATE OF MERGER**

This Merger shall become effective at the end of business on January 1, 2009.

IN WITNESS WHEREOF, the Merged Company and the Surviving Company have signed this Agreement under their corporate seals on the day and year first above written.

"Surviving Company"

CHANNELSIDE CAPITAL, LLC, a Florida  
Limited Liability Company

"Manager"

TSF MANAGEMENT, INC., a Florida corporation

By: Todd S. Farha  
Todd S. Farha, President

"Member"

TSF Holdings, LLLP, a Florida Limited Liability  
Limited Partnership, as to a 100% Membership Interest

By: Todd S. Farha  
Todd S. Farha, President of TSF Management, Inc.,  
Sole General Partner

"Merged Company"

PINNACLE VENTURE PARTNERS, LLC, a Florida  
Limited Liability Company

By: Todd S. Farha  
Todd S. Farha, Member as to a  
100% Membership Interest

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