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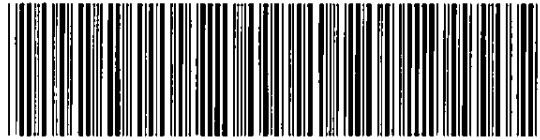
(Business Entity Name)

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CLERK OF STATE  
TAMPA, FL

H. HOWE  
04/10/24

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** PMP Media, LLC, a Florida limited liability company

Name of Surviving Party

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

Please return all correspondence concerning this matter to:

Richard Q. Lewis III

Contact Person

Richard Q. Lewis III, Esq. PA

Firm/Company

701 Market Street, Ste 111-204

Address

St. Augustine, Florida 32095

City, State and Zip Code

richard@rqllaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Richard Lewis at ( 904 ) 201-3981

Name of Contact Person

Area Code

Daytime Telephone Number

☐ Certified copy (optional) \$30.00

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**ARTICLES OF MERGER  
PMP MEDIA, LLC**

The following Articles of Merger are submitted in accordance with Section 605.1025 of the Florida Revised Limited Liability Company Act.

**Article I**

The name and jurisdiction of the surviving limited liability company: PMP Media, LLC, a Florida limited liability company.

**Article II**

The name and jurisdiction of the merging limited liability company: PMP Media, LLC, a Maryland limited liability company.

**Article III**

The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

**Article IV**

The Agreement and Plan of Merger is attached.

**Article V**

The merger shall become effective on the date and time that these Articles of Merger are filed with the Florida Department of State, Division of Corporations.

**Article VI**

The Plan of Merger was adopted by the Managers and Members of the surviving limited liability company.

**Article VII**

The Plan of Merger was adopted by the Managers and Members of the merging limited liability company.

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### Article VIII

The undersigned limited liability company has caused this statement to be signed by a duly authorized officer or director who affirms, under penalties of perjury, that the facts stated above are true and correct.

PMP MEDIA, LLC  
a Florida limited liability company

By:   
Pamela M. Pearl AKA Peeke, Manager

By:   
Mark A. Pearl, Manager

PMP MEDIA, LLC,  
a Maryland limited liability company

By:   
Pamela M. Pearl AKA Peeke, Manager

By:   
Mark A. Pearl, Manager

## **AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (the “**Agreement**”) is dated as of \_\_\_\_\_, 2024, by and between PMP MEDIA, LLC, a Florida limited liability company (“**Acquiror**”), and PMP MEDIA, LLC, a Maryland limited liability company (the “**Company**” and, collectively, with the Acquiror, the “**Parties**”).

### **RECITALS**

**WHEREAS**, the respective Managers of the Acquiror and the Company have each adopted this Agreement and the transactions contemplated therein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, their respective company and its members;

**WHEREAS**, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Florida Revised Limited Liability Company Act (the “**Act**”), will merge with and into the Acquiror, with the Acquiror as the surviving company (the “**Merger**”);

**WHEREAS**, for US federal income tax purposes, the Parties intend to the fullest extent applicable that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended; and

**WHEREAS**, the Parties desire to enter into the transactions contemplated by this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **ARTICLE I: DEFINITIONS**

As used in this Agreement, the following terms have the following meanings:

“**Acquiror**” has the meaning set forth in the Preamble.

“**Agreement**” has the meaning set forth in the Preamble.

“**Certificates**” has the meaning set forth in Section 3.3.

“**Company**” has the meaning set forth in the Preamble.

“**Company Membership Interests**” has the meaning set forth in Section 3.1(a).

“**Effective Time**” means the date and time upon which the Merger contemplated by this Agreement will be effective, subject to the approval of the members of each of the Parties as set forth in Section 2.4, which shall be at the time and on the date that articles of merger are filed with

the Florida Department of State, Division of Corporations.

“**Act**” has the meaning set forth in the Recitals.

“**Merger**” has the meaning set forth in the Recitals.

“**Parties**” has the meaning set forth in the Preamble.

“**Surviving Company**” has the meaning set forth in Section 2.1.

“**Surviving Company Membership Interests**” has the meaning set forth in Section 3.1(a).

Any other terms defined herein have the meaning so given them.

## **ARTICLE II: MERGER**

2.1 **Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Act, the Company shall be merged with and into the Acquiror as of the Effective Time. Following the Effective Time, the separate corporate existence of the Company shall cease and the Acquiror shall be the surviving company (the “**Surviving Company**”). The effects and consequences of the Merger shall be as set forth in this Agreement and the Act.

2.2 **Organizational Documents.** The operating agreement of the Acquiror then in effect at the Effective Time shall be the bylaws of the Surviving Company until thereafter amended as provided therein or by the Act, and the articles of organization of the Acquiror then in effect at the Effective Time, shall be the articles of organization of the Surviving Company until thereafter amended as provided therein or by the Act.

2.3 **Managers and Officers.** The managers and officers of the Acquiror immediately prior to the Effective Time shall be the managers of the Surviving Company from and after the Effective Time and shall hold office until the earlier of their respective death, resignation, or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of organization and operating agreement of the Surviving Company or as otherwise provided by the Act.

2.4 **Member Approval.** The consummation of the Merger is subject to the approval of this Agreement and the Merger contemplated hereby by the members of each of the Parties.

## **ARTICLE III: CONVERSION OR CANCELLATION OF MEMBERSHIP INTERESTS**

3.1 **Conversion or Cancellation of Shares.** The manner and basis of converting the Company’s membership interests, par value \$1.00 per unit (“**Company Membership Interests**”) into units, obligations, or other securities of the Surviving Company or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire Company Membership Interests into rights to acquire units, obligations, or other securities of the Surviving Company or, in whole or in part, into cash or other property, are set forth in this Section 3.1. At the Effective Time, by

virtue of the Merger and without any action on the part of the Acquiror, the Company, or the Company's members:

- (a) Each Company Common Membership Interest issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one validly issued, fully paid and non-assessable common membership interest, par value \$1.00 per share, of the Surviving Company ("**Surviving Company Membership Interests**");
- (b) Each Company Common Membership Interest that is owned by the Acquiror or the Company (as treasury shares or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and
- (c) Each share of the Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

3.2 Effect. Upon the Effective Time, (a) the Acquiror, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Company, including but not limited to the right to continue to utilize the Company employer identification number and all of the company fictitious names; (b) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to the Company on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Acquiror without further act or deed; (c) title to any real estate, or any interest therein vested in the Company, shall not revert or in any way be impaired by reason of the Merger; and (d) all of the rights of creditors of the Company shall be preserved unimpaired, and all liens upon the property of the Company shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Company shall thenceforth remain with or be attached to, as the case may be, the Acquiror and may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

3.3 Membership Interest Certificates. Upon surrender by the members of the Company of the certificate or certificates (the "**Certificates**") that immediately prior to the Effective Time evidenced outstanding shares of Company Membership Interests to Acquiror for cancellation, together with a duly executed letter of transmittal and such other documents as Acquiror shall require, the holder of such Certificates shall be entitled to receive in exchange therefor one or more Surviving Company Membership Interests representing, in the aggregate, the whole number of shares that such holder has the right to receive pursuant to Section 3.1 after taking into account all Company Membership Interests then held by such holder. Each Certificate surrendered pursuant to the previous sentence shall forthwith be canceled. Until so surrendered and exchanged, each such Certificate shall, after the Effective Time, be deemed to represent only the right to receive Surviving Company Membership interests pursuant to Section 3.1, and until such surrender or exchange, no such Surviving Company Membership Interests shall be delivered to the holder of such outstanding Certificate in respect thereof.

#### ARTICLE IV: OTHER PROVISIONS

4.1 Entire Agreement. This Agreement, together with the articles of merger, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

4.2 Successor and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

4.3 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

4.4 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

4.5 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

4.6 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

4.7 Governing Law and Jurisdiction. This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Florida without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.



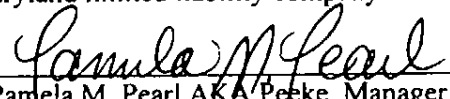
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and Plan of Merger as of the date first written above.

PMP MEDIA, LLC  
a Florida limited liability company

By:   
Pamela M. Pearl AKA Peeke, Manager

By:   
Mark A. Pearl, Manager

PMP MEDIA, LLC,  
a Maryland limited liability company

By:   
Pamela M. Pearl AKA Peeke, Manager

By:   
Mark A. Pearl, Manager