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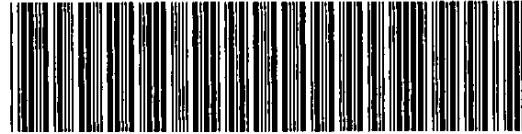
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(Business Entity Name)

(Document Number)

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EFFECTIVE DATE  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

2012 MAY 14 AM 10:22

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merged  
SJ 5-17-12

NORRIS & NORRIS, P.A.

ATTORNEYS AT LAW

253 N.W. MAIN BOULEVARD

P.O. DRAWER 2349

LAKE CITY, FL 32056-2349

www.norrisattorneys.com

John E. Norris  
Guy W. Norris  
Rima P. Patel

Tel: (386) 752-7240  
Fax: (386) 752-1577

May 10, 2012

Florida Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

RE: Merger of Ricketson Publications, Inc. into  
North Central Florida Advertiser, Inc.

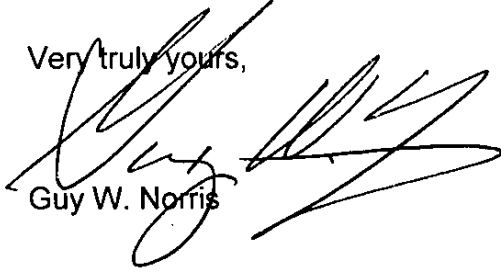
Ladies and Gentlemen:

Enclosed is an original and one copy of the Articles of Merger, with Plan and Agreement of Merger attached thereto. I am also enclosing duplicate certified copies of the Minutes of Special Meeting of Stockholders of each corporation to evidence approval in the event they are necessary.

Also enclosed is this firm's check in the amount of \$89.75, representing \$35.00 for Ricketson Publications, Inc., \$35.00 for the surviving corporation, North Central Florida Advertiser, Inc. and \$19.75 for the certified copy (\$8.75 for eight (8) pages plus \$11.00 for eleven (11) additional pages @ \$1.00 per page).

With best regards, I am

Very truly yours,

  
Guy W. Norris

GWN:sfb  
Enclosure

GWN:sfb  
04/09/12

FILED  
2012 MAY 14 AM 10:21  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

EFFECTIVE DATE  
5-3-12

### ARTICLES OF MERGER

Pursuant to Chapter 607 of the Florida Statutes, RICKETSON PUBLICATIONS, INC., a Florida corporation, and NORTH CENTRAL FLORIDA ADVERTISER, INC., a Florida corporation, adopt the following Articles of Merger for the purpose of merging RICKETSON PUBLICATIONS, INC. into NORTH CENTRAL FLORIDA ADVERTISER, INC., the latter of which is to survive the merger:

#### ARTICLE I

That certain Plan and Agreement of Merger (the "Agreement") dated April 26, 2012, by and between RICKETSON PUBLICATIONS, INC., a Florida corporation, and NORTH CENTRAL FLORIDA ADVERTISER, INC., a Florida corporation, attached and made a part of this instrument, was duly approved by the shareholders of RICKETSON PUBLICATIONS, INC. and NORTH CENTRAL FLORIDA ADVERTISER, INC., pursuant to Section 607.1103, Florida Statutes, on April 26, 2012.

#### ARTICLE II

The Agreement was approved by all of the shareholders of RICKETSON PUBLICATIONS, INC., and by all of the shareholders of NORTH CENTRAL FLORIDA ADVERTISER, INC., pursuant to Section 607.1103, Florida Statutes, on April 26, 2012.

ARTICLE III

Of the 100 outstanding shares of the common stock, par value of \$1.00 per share, of RICKETSON PUBLICATIONS, INC. entitled to vote as a class on the Agreement, the holders of 100 (100%) of those shares have consented and authorized the Agreement by written consent to the Minutes of a meeting adopting the Agreement.

Of the 100 outstanding shares of the common stock, par value of \$1.00 per share, of NORTH CENTRAL FLORIDA ADVERTISER, INC. entitled to vote as a class on the Agreement, the holders of 100 (100%) of those shares have consented and authorized the Agreement by written consent to the Minutes of a meeting adopting the Agreement.

These Articles of Merger shall take effect May 31, 2012.

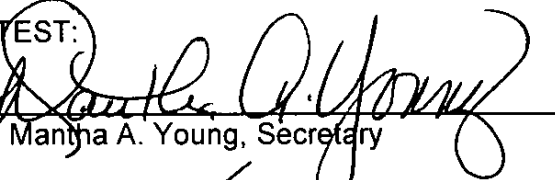
IN WITNESS WHEREOF, the parties to these Articles of Merger have caused them to be duly executed by their respective authorized officers.

RICKETSON PUBLICATIONS, INC.

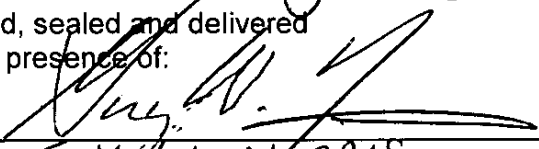
By   
J. Thomas Ricketson, President

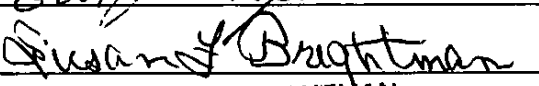
(CORPORATE SEAL)

ATTEST:

By   
Martha A. Young, Secretary

Signed, sealed and delivered  
in the presence of:

Sign   
Print Gay W. Norris

Sign   
Print SUSAN F. BRIGHTMAN

Witnesses as to Ricketson Publications, Inc.

NORTH CENTRAL  
FLORIDA ADVERTISER, INC.

ATTEST:

By

Mantha A. Young, Secretary

By

J. Thomas Ricketson, President

(CORPORATE SEAL)

Signed, sealed and delivered  
in the presence of:

Sign

Print

Sign

Print

SUSAN F. BRIGHTMAN

Witnesses as to North Central Florida Advertiser, Inc.

STATE OF FLORIDA  
COUNTY OF COLUMBIA

I HEREBY CERTIFY that before me, the undersigned officer, personally appeared this day, J. Thomas Ricketson and Mantha A. Young, as President and Secretary, respectively, of RICKETSON PUBLICATIONS, INC., a Florida corporation, each of whom are personally known to me or produced \_\_\_\_\_ as identification, and acknowledged before me that they executed the foregoing Articles of Merger for and on behalf of said corporation, by authority duly vested in them by said corporation, for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid this  
2nd day of April, 2012.



Susan F. Brightman  
Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF COLUMBIA

I HEREBY CERTIFY that before me, the undersigned officer, personally appeared this day, J. Thomas Ricketson and Mantha A. Young, as President and Secretary, respectively, of NORTH CENTRAL FLORIDA ADVERTISER, INC., a Florida corporation, each of whom is personally known to me or produced \_\_\_\_\_ as identification, and acknowledged before me that they executed the foregoing Articles of Merger for and on behalf of said corporation, by authority duly vested in them by said corporation, for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid this 24th day of April, 2012.



Susan F. Brightman  
Notary Public  
My Commission Expires:

GWN:sfb  
04/10/12

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER dated the 24<sup>th</sup> day of April, 2012, by and between NORTH CENTRAL FLORIDA ADVERTISER, INC., a Florida corporation ("Advertiser"), and RICKETSON PUBLICATIONS, INC., a Florida corporation ("Ricketson"),

WITNESSETH:

WHEREAS, Advertiser is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, Ricketson is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, Advertiser and Ricketson have agreed that they shall merge into Advertiser upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the applicable laws of the State of Florida,

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties and representations contained in this Agreement and in order to consummate the transactions described above, NORTH CENTRAL FLORIDA ADVERTISER, INC. ("Advertiser") and RICKETSON PUBLICATIONS, INC. ("Ricketson"), the constituent corporations to this Agreement, agree as follows:

1. Ricketson and Advertiser agree that Ricketson shall be merged into

Advertiser, as a single corporation, upon the terms and conditions of this Agreement and that Advertiser shall continue under the laws of the State of Florida as the surviving corporation (the "surviving corporation"), and they further agree as follows:

a. The purposes, the registered agent, the address of the registered office, number of directors and the capital stock of the surviving corporation shall be as appears in the Articles of Incorporation of Advertiser as on file with the office of the Secretary of State of Florida on the date of this Agreement. The terms and provisions of the Articles of Incorporation are incorporated in this Agreement. From and after the effective date and until further amended, altered or restated as provided by law, the Articles of Incorporation separate and apart from this Agreement shall be and may be separately certified as the Articles of Incorporation of the surviving corporation.

b. The bylaws of Advertiser in effect on the effective date shall be the bylaws of the surviving corporation until they shall be altered, amended or repealed or until new bylaws are adopted as provided in them.

c. The persons who upon the effective date of the merger shall constitute the board of directors of the surviving corporation shall be the persons constituting the board of directors of Advertiser on the effective date. If on the effective date of the merger any vacancy exists on the board of directors of the surviving corporation, that vacancy may be filled in the manner provided in the bylaws of the surviving corporation.

d. The persons who upon the effective date of the merger shall constitute the officers of the surviving corporation shall be the persons constituting the



officers of Advertiser on the effective date.

2. This Agreement shall be submitted to the shareholders of Ricketson and Advertiser (the "constituent corporations") for consideration at a meeting of shareholders in accordance with Section 607.1103, Florida Statutes, on April 26, 2012 (or such later date as the boards of directors of Ricketson and Advertiser shall mutually approve) and, if it is adopted and approved in accordance with the laws of the State of Florida, as promptly as practicable thereafter, the fact that this Agreement has been adopted and approved as above provided shall be certified by their respective secretaries, and this Agreement and appropriate Articles of Merger shall be signed, acknowledged and filed pursuant to the laws of the State of Florida. The merger of Ricketson into Advertiser shall become effective as of May 31, 2012 after the filing of this Agreement and appropriate Articles of Merger with the office of the Secretary of State of Florida. The date on which the merger of Ricketson into Advertiser becomes effective is called in this instrument the "effective date" of the merger.

3. When this Agreement shall have been approved, signed, acknowledged and filed, the separate existence of Ricketson shall cease and Ricketson shall be merged into the surviving corporation in accordance with this Agreement, and the surviving corporation shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of the constituent corporation so merged, and all and singular rights, privileges, powers, franchises, patents, trademarks, licenses, and

registrations of the constituent corporation; and all property, real, personal and mixed, and all debts due to the constituent corporation on whatever account as well for stock subscriptions as all other things in action or belonging to each of the constituent corporations shall be vested in the surviving corporation; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be as effectually the property of the surviving corporation as they were of the respective constituent corporations; and the title to any real estate, whether vested by deed or otherwise in either of the constituent corporations under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens on the property of any of the constituent corporations shall be preserved unimpaired; and all debts, liabilities, and duties of the constituent corporations shall then attach to the surviving corporation and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

4. The manner and basis of converting and exchanging the shares of Ricketson shall be as follows:

a. On the effective date each share of common stock, par value \$1.00 per share ("Ricketson stock") issued and outstanding immediately before the effective date, by virtue of the merger and without any action on the part of the holder of shares of Ricketson stock, shall be converted into and exchanged for one (1) share of common stock, par value \$1.00 per share of the surviving corporation ("Advertiser stock").

b. Each issued and outstanding share of common stock, par value

\$1.00 per share, of Advertiser ("Advertiser stock") now held by the Shareholders of Advertiser shall be reissued for one (1) share of common stock, par value \$1.00 per share of the surviving corporation. If the outstanding shares of Ricketson stock at any time between the date of this Agreement and the effective date shall be changed or exchanged by declaration of a stock dividend, split up, combination of shares, merger or consolidation, the number and kind of shares into which the Ricketson stock is to be converted shall be appropriately and equitably adjusted. If the outstanding shares of Advertiser stock at any time between the date of this Agreement and the effective date shall be changed or exchanged by declaration of a stock dividend, split up, combination of shares, merger or consolidation, the number and kind of shares into which the Advertiser stock is to be converted shall be appropriately and equitably adjusted.

5. As soon as practicable after the effective date, Advertiser shall issue and deliver, in accordance with this paragraph 5, to the shareholders of Ricketson and Advertiser, whose names are set forth in Schedule I of this Agreement, certificates for the number of whole shares of stock to which they shall have become entitled under this Agreement. After the effective date of the merger, each of those shareholders shall surrender their certificate or certificates previously representing Ricketson stock and Advertiser stock to Advertiser, and thereafter shall be entitled to receive in exchange a certificate or certificates representing the number of shares of Advertiser stock into which those shares of Ricketson stock and Advertiser stock previously represented by the certificate or certificates so surrendered shall have been converted as above stated. Until so surrendered, each outstanding certificate that, before the effective date of the

merger, represented shares of Ricketson stock shall be deemed for all corporate purposes, other than payment of dividends, to evidence ownership of the respective shares of Advertiser stock into which they shall have been converted. Unless and until that outstanding certificate that, before the effective date of the merger, represented shares of stock shall be surrendered, no dividends payable to the holders of record of Ricketson stock as of any date subsequent to the effective date of the merger shall be paid to the holder of the outstanding certificate, but upon surrender of the outstanding certificate there shall be paid to the record holder of the certificate for shares of Advertiser stock into which those shares shall have been converted the amount of dividends that previously were payable from the effective date with respect to those shares of Advertiser stock.

6. All shares of Ricketson stock for and into which shares of Advertiser stock shall have been converted and exchanged pursuant to this Agreement shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged shares, except for rights of appraisal, if any, that the holders may have as dissenting shareholders. Unless the merger is abandoned, the holders of certificates formerly representing shares of Ricketson stock outstanding immediately before the effective date shall cease on the effective date to be shareholders and shall have no rights with respect to the stock except the right to receive payment for it under the laws of the State of Florida, and their sole rights with respect to the Advertiser stock for and into which their shares of Ricketson stock have been converted and exchanged by the merger shall be to perfect the rights of appraisal, if any, that the holders may have as dissenting

shareholders.

7. Ricketson and Advertiser shall each take all appropriate corporate action to comply with the applicable laws of the State of Florida in connection with the contemplated merger.

8. Upon the effective date, the transfer books of Ricketson shall be closed and no transfer of shares of Ricketson stock shall be made or consummated thereafter.

9. Prior to and from and after the effective date the constituent corporations shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the effective date the surviving corporation shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the surviving corporation full title to all properties, assets, rights, privileges and franchises of Ricketson, the officers and directors of the constituent corporation shall execute and deliver all instruments and take all action the surviving corporation may determine to be necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

10. Ricketson represents and warrants to and agrees with Advertiser as follows:

a. Ricketson is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has full corporate power and authority to carry on its business as it is now being conducted and to own and lease property, and is duly qualified or authorized to do business and is in good standing in

each jurisdiction in which the character and locations of the properties owned or leased by it or the nature of the business transacted by it makes those qualifications or authorizations necessary. Ricketson is not presently being challenged as to its right to do business as presently conducted in any jurisdiction. The copies of the Articles of Incorporation, as amended to date, and the bylaws, as amended to date, of Ricketson previously delivered to Advertiser are true, correct and complete copies as now in full force and effect. No provision of those instruments, nor any other instrument to which Ricketson is subject, prohibits, limits or otherwise affects the right, power and authority of Ricketson to enter into this Agreement or to cause the consummation of the merger.

b. The authorized capitalization of Ricketson consists of 1000 shares of common stock, par value \$1.00 per share, of which 100 shares are presently outstanding, all of which are validly issued, fully paid and nonassessable. There are no existing options, warrants, convertible securities or similar rights granted by Ricketson, or any commitments or agreement of a similar nature to which Ricketson is a party, relating to the authorized or issued stock of Ricketson.

c. Ricketson presently has no subsidiaries.

d. The execution, delivery and performance of this Agreement has been fully and effectively authorized by the board of directors of Ricketson and will be submitted to the shareholders of Ricketson for approval under Section 607.1103, Florida Statutes.

e. Ricketson owns good and merchantable title free and clear of any liens, encumbrances, options, charges of assessments to all of its properties and other

assets used in connection with its business.

f. There are no known investigations, actions, suits, claims or proceedings pending, or known to be threatened, against Ricketson, in law or in equity, administrative or otherwise, or before any federal, state, municipal or other governmental agency, domestic or foreign. Ricketson is not in default with respect to, nor in violation of, any regulation, order or decree of any court or of any governmental agency or instrumentality.

g. All negotiations relative to this Agreement and the transactions contemplated by it have been carried on by Ricketson directly with Advertiser without the intervention of any person in a manner that gives rise to any valid claim against any of the parties to this Agreement for a brokerage or similar commission.

h. Ricketson has filed all United States, foreign, state, county, local and other tax and duty returns and reports required to be filed and has paid all income, franchise, property, sales, employment, ad valorem and other taxes and duties required to be paid in respect of the periods covered by those returns. Ricketson is not delinquent in the payment of any taxes or duties, and Ricketson has not requested any extension of time within which to file any tax return which return has not since been filed. No deficiencies for any duties, taxes, assessments or governmental charges have been threatened, asserted or assessed against Ricketson. Ricketson will file its income tax return for the year 2012 and pay such taxes and all other taxes due by it.

11. Advertiser represents and warrants to and agrees with Ricketson as follows:

a. Advertiser is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has full corporate power to carry on its business as it is now being conducted.

b. Advertiser is not, and by the execution and performance of this Agreement will not be, in breach of any term or provision of or in default under, and no event has occurred that with the lapse of time or action by a third party could result in a default under any outstanding indenture, contract or agreement to which it is a party or to which it may be subject, or under any provision of its certificate of incorporation or bylaws, except for possible defaults that individually or in the aggregate would not have any material adverse effect on the business of Advertiser.

c. The execution, delivery and performance of this Agreement by Advertiser have been fully and effectively authorized by the board of directors of Advertiser.

d. The shares of Advertiser stock to be issued and delivered pursuant to this Agreement have been duly authorized for issuance by the board of directors of Advertiser and when so issued will be validly issued and outstanding, fully paid and nonassessable.

e. The negotiations relative to this Agreement and the transactions contemplated by it have been carried on by Advertiser directly with Ricketson without the intervention of any person in a manner that gives rise to any valid claim against any of the parties for a brokerage or similar commission.

12. Advertiser shall pay all expenses incurred in connection with the



transactions contemplated by this Agreement.

13. This Agreement embodies the entire agreement between the parties. There have been and there are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

14. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class postage prepaid:

a. if to Ricketson, to J. Thomas Ricketson, 358 NW Main Blvd., Lake City, Florida 32055.

b. if to Advertiser, to J. Thomas Ricketson, 358 NW Main Blvd., Lake City, Florida 32055.

15. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon Ricketson and Advertiser, and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

16. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

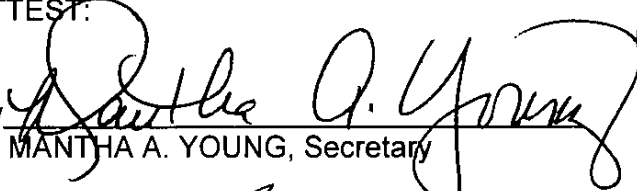
IN WITNESS WHEREOF, the duly authorized officers of the constituent corporations, Ricketson and Advertiser, acting through their duly authorized officers, all

parties to this Agreement, this 24<sup>th</sup> day of April, 2012, have signed this Plan and Agreement of Merger.

RICKETSON PUBLICATIONS, INC.

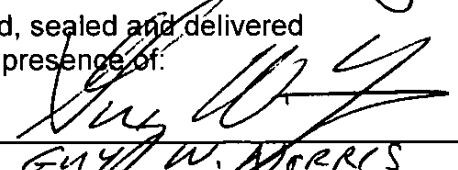
By   
J. THOMAS RICKETSON, President

ATTEST:

By   
MANTHA A. YOUNG, Secretary

(CORPORATE SEAL)

Signed, sealed and delivered  
in the presence of:

Sign   
Print GUY W. MORRIS

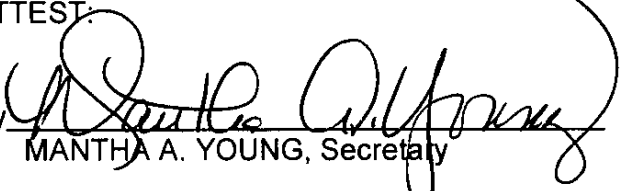
Sign   
Print SUSAN F. BRIGHTMAN

Witnesses as to Ricketson Publications, Inc.

NORTH CENTRAL FLORIDA  
ADVERTISER, INC.

By   
J. THOMAS RICKETSON, President

ATTEST:

By   
MANTHA A. YOUNG, Secretary

(CORPORATE SEAL)

Signed, sealed and delivered  
in the presence of:

Sign [Signature]  
Print Suzanne J. Norris

Sign [Signature]  
Print SUSAN F. BRIGHTMAN

Witnesses as to North Central Florida Advertiser, Inc.

STATE OF FLORIDA  
COUNTY OF COLUMBIA

I HEREBY CERTIFY that before me, the undersigned officer, personally appeared this day, J. THOMAS RICKETSON and MANTHA A. YOUNG, as President and Secretary, respectively, of RICKETSON PUBLICATIONS, INC., a Florida corporation, each of whom are personally known to me or produced \_\_\_\_\_ as identification, and acknowledged before me that they executed the foregoing Plan and Agreement of Merger for and on behalf of said corporation, by authority duly vested in them by said corporation, for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid this 20<sup>th</sup> day of April, 2012.



[Signature]  
Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF COLUMBIA

I HEREBY CERTIFY that before me, the undersigned officer, personally appeared this day, J. THOMAS RICKETSON and MANTHA A. YOUNG, as President and Secretary, respectively, of NORTH CENTRAL FLORIDA ADVERTISER, INC., a Florida corporation, each of whom is personally known to me or produced \_\_\_\_\_ as identification, and acknowledged

before me that they executed the foregoing Plan and Agreement of Merger for and on behalf of said corporation, by authority duly vested in them by said corporation, for the purposes therein expressed.

21<sup>st</sup> WITNESS my hand and official seal in the State and County aforesaid this day of April, 2012.

Susan F. Brightman  
Notary Public  
My Commission Expires:

(NOTARIAL SEAL)



SCHEDULE I

List of Stockholders of  
Ricketson Publications, Inc., a Florida corporation

J. Thomas Ricketson	100 shares
---------------------	------------

List of Stockholders of  
North Central Florida Advertiser, Inc.

J. Thomas Ricketson	100 shares
---------------------	------------

List of Stockholders of  
North Central Florida Advertiser, Inc. in  
accordance with Plan and Agreement of Merger

J. Thomas Ricketson	200 shares
---------------------	------------

MINUTES OF SPECIAL MEETING OF  
THE STOCKHOLDERS OF  
RICKETSON PUBLICATIONS, INC.

A special meeting of the Stockholders of RICKETSON PUBLICATIONS, INC. was held at the office of the corporation on the 26<sup>th</sup> day of April, 2012, at 10:30 in the A.M. for the purpose of considering a Plan and Agreement of Merger with North Central Florida Advertiser, Inc. as recommended by the Board of Directors.

President, J. THOMAS RICKETSON, presided.

All of the Stockholders were present, to-wit:

J. Thomas Ricketson

100 shares

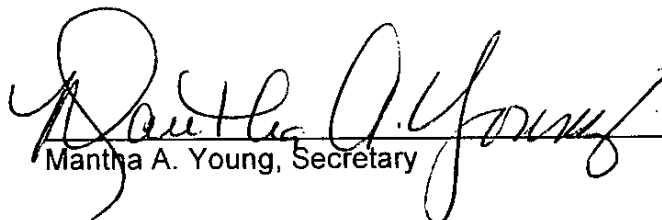
The President announced that the purpose of the meeting was to consider a recommendation of the Board of Directors that the Plan and Agreement of Merger with North Central Florida Advertiser, Inc., a copy of which is attached to these Minutes, be adopted and approved.

Upon motion made, seconded and unanimously carried, the recommendation of the Board of Directors was adopted and the Plan and Agreement of Merger as recommended and submitted by the Board of Directors was adopted, ratified and confirmed.

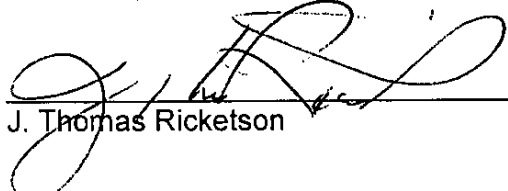
All of the Stockholders have waived notice of this meeting.

There being no further business, the meeting was adjourned.

Dated the 26<sup>th</sup> day of April, 2012.

  
Mantha A. Young, Secretary

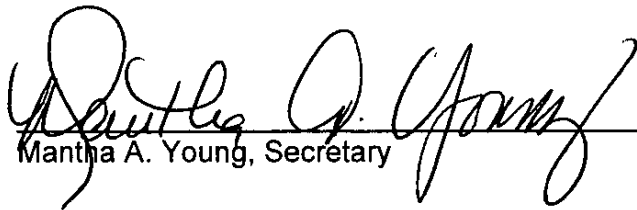
We, the undersigned, being all of the Stockholders of the Corporation, do hereby waive all notice of the foregoing meeting and do hereby ratify, approve, and confirm all that has occurred at said meeting, the Minutes of which we have read, and in signification of such approval, ratification, and confirmation, and of our assent to any and all acts at said meeting, do hereby sign our names and affix our seals. We further consent to the merger of Ricketson Publications, Inc. in North Central Florida Advertiser, Inc. pursuant to the terms and conditions set forth in the Plan and Agreement of Merger, a copy of which is attached hereto.

  
J. Thomas Ricketson

(SEAL)

I, Mantha A. Young, Secretary of Ricketson Publications, Inc., a Florida corporation, do hereby certify that the foregoing is a true and correct copy of the Minutes of a Special Meeting of the Stockholders of Ricketson Publications, Inc. held at the office of the corporation April 26, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 26<sup>th</sup> day of April, 2012.

  
Mantha A. Young, Secretary

(CORPORATE SEAL)





MINUTES OF SPECIAL MEETING OF  
THE STOCKHOLDERS OF  
NORTH CENTRAL FLORIDA ADVERTISER, INC.

A special meeting of the Stockholders of NORTH CENTRAL FLORIDA ADVERTISER, INC. was held at the office of the corporation on the 26<sup>th</sup> day of April, 2012, at 11:00 in the A.M. for the purpose of considering a Plan and Agreement of Merger with Ricketson Publications, Inc. and adopting a resolution approving such Plan and Agreement of Merger, as recommended by the Board of Directors.

President, J. Thomas Ricketson, presided.

All of the Stockholders were present, to-wit:

J. Thomas Ricketson

100 shares

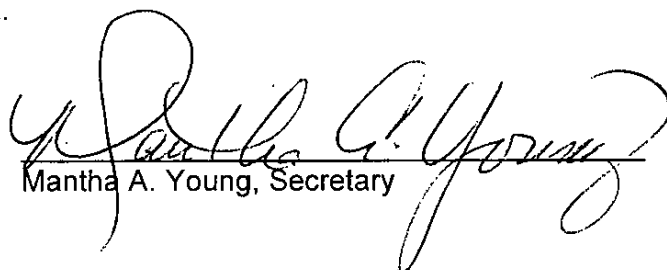
The President announced that the purpose of the meeting was to consider a recommendation of the Board of Directors that the Plan and Agreement of Merger with Ricketson Publications, Inc., a copy of which is attached to these Minutes, be adopted and approved.

Upon motion made, seconded and unanimously carried, the recommendation of the Board of Directors was adopted and the Plan and Agreement of Merger as recommended and submitted by the Board of Directors, a copy of which is attached to these Minutes, was adopted, ratified and confirmed.

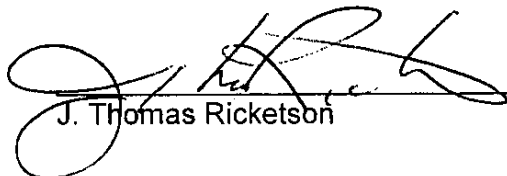
All of the Stockholders have waived notice of this meeting.

There being no further business, the meeting was adjourned.

Dated the 26<sup>th</sup> day of April, 2012.

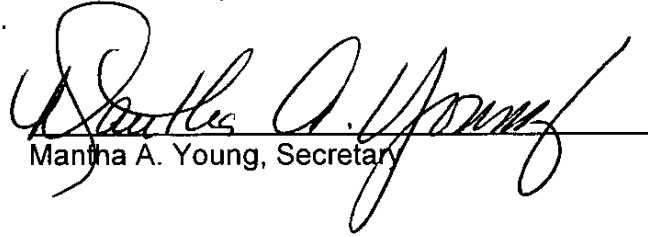
  
Mantha A. Young, Secretary

We, the undersigned, being all of the Stockholders of the Corporation, do hereby waive all notice of the foregoing meeting and do hereby ratify, approve, and confirm all that has occurred at said meeting, the Minutes of which we have read, and in signification of such approval, ratification, and confirmation, and of our assent to any and all acts at said meeting, do hereby sign our names and affix our seals. We further consent to the merger of Ricketson Publications, Inc. in North Central Florida Advertiser, Inc. pursuant to the terms and conditions set forth in the Plan and Agreement of Merger, a copy of which is attached hereto.

 (SEAL)  
J. Thomas Ricketson

I, MANTHA A. YOUNG, Secretary of North Central Florida Advertiser, Inc., a Florida corporation, do hereby certify that the foregoing is a true and correct copy of the Minutes of a Special Meeting of the Stockholders of North Central Florida Advertiser, Inc. held at the office of the corporation April 26, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 26<sup>th</sup> day of April, 2012.

  
Mantha A. Young, Secretary

(CORPORATE SEAL)