

Division of Corporations

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P12000079900

Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE

The Rosa Alliance, Inc.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Merger

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**ARTICLES OF MERGER OF
CORPORATE BROADCAST COMPANY, INC.
INTO
THE ROSA ALLIANCE, INC.**

The following Articles of Merger are being submitted in accordance with, and meet the requirements of, Section 607.1105 of the Florida Business Corporation Act ("FBCA").

FIRST: The name and jurisdiction of the merging corporation is Corporate Broadcast Company, Inc., a Florida corporation (the "Merging Corporation").

SECOND: The name, jurisdiction, and document number of the Surviving Corporation is The Rosa Alliance, Inc., a Florida corporation, bearing Document Number P12000079900 (the "Surviving Corporation").

THIRD: The address of the principal office of the Surviving Corporation is 320 Polk Street, Hollywood, Florida 33019.

FOURTH: The Agreement and Plan of Merger attached hereto as **Exhibit A** meets the requirements of FBCA Section 607.1101.

FIFTH: The terms and conditions of the Agreement and Plan of Merger were authorized and approved by the consent in writing of the sole director and the majority shareholders of the Merging Corporation on September 25, 2012 and by the consent in writing of the sole director and the sole shareholder of the Surviving Corporation on September 25, 2012.

SIXTH: The effective date of these Articles of Merger (the "Effective Date") shall be January 1, 2013.

SEVENTH: The Surviving Corporation hereby: (i) agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation which accrued before the merger became effective or the rights of dissenting owners of the Merging Corporation; (ii) irrevocably appoints the Florida Secretary of State as its agent to accept service of process in any such proceeding; and (iii) agrees that it will promptly pay to the dissenting shareholders of the Merging Corporation the amount, if any, to which they shall be entitled under the provisions of the FBCA with respect to the rights of dissenting shareholders.

(Signatures commence on following page)

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IN WITNESS WHEREOF, the Merging Corporation and the Surviving Corporation have caused these Articles of Merger to be signed in their name and on their behalf by their authorized officers, this 25 day of December 2012.

CORPORATE BROADCAST COMPANY, INC.

By: Mary K. Mathis
Name: MARY K. MATHIS
Title: PRESIDENT

THE ROSA ALLIANCE, INC.

By: Mary K. Mathis
Name: MARY K. MATHIS
Title: PRESIDENT

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EXHIBIT A

Agreement and Plan of Merger

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Agreement**"), made this 25th day of September, 2012, by and between Corporate Broadcast Company, Inc., a Florida corporation having an address at 320 Polk Street, Hollywood, Florida 33019 ("**CBC**") and The Rosa Alliance, Inc., a Florida corporation, having an address at 320 Polk Street, Hollywood, Florida 33019 ("**Rosa**"), also sometimes referred to herein as the "**Surviving Corporation**").

RECITALS

WHEREAS, CBC has a total of 9,844,758 shares of common stock, \$.01 par value issued and outstanding (the "**CBC Shares**");

WHEREAS, CBC desires to be merged with and into Rosa pursuant to Section 607.1101 of the Florida Statutes and, in doing so, wishes to convert the CBC Shares into a total of 90,000 shares of Series A Preferred Stock of Rosa, \$.01 par value, the rights, preferences and restrictions of which are set forth on **Exhibit A** hereto (the "**Rosa Shares**"); and

WHEREAS, the sole director and the majority shareholders of CBC and the sole director and the sole shareholder of Rosa have approved the merger of CBC into Rosa on the terms and conditions set forth herein and have approved this Agreement.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

AGREEMENT

1. **Incorporation of Recitals**. The Recitals are true and correct and are incorporated into and made a part of this Agreement.

2. **Merger and Surviving Corporation**.

(a) Subject to the terms and conditions of this Agreement, at the Effective Time, CBC shall be merged into Rosa which shall be the Surviving Corporation and which shall continue to exist under and be governed by the laws of the State of Florida (the "**Merger**"). The separate existence of CBC shall cease on the Effective Time of the Merger.

(b) The Articles of Incorporation and the Bylaws of Rosa shall be the Articles of Incorporation as Amended and Bylaws of the Surviving Corporation.

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(c) The location of the Surviving Corporation's principal office shall be Rosa's principal office.

3. **Effective Time of the Merger.** The Merger shall become effective on January 1, 2013 (the "Effective Time"). The Surviving Corporation may terminate this Agreement at any time prior to the Effective Time in its sole discretion, if any holder of CBC Shares exercises dissenters' rights under Sections 607.1301 through 607.1333 of the Florida Business Corporation Act.

4. **Merger and Treatment of Stock.** At the Effective Time, by virtue of the Merger and without any action on the part of any party:

(a) all of the CBC Shares shall be converted into a total of 90,000 Rosa Shares, and

(b) all of the issued and outstanding shares of the common stock of CBC shall be cancelled.

5. **The Closing.** The closing (the "Closing") of the transactions contemplated by this Agreement shall occur, by exchange of executed documents delivered via facsimile at the Effective Time. The Surviving Corporation may terminate this Agreement at any time prior to the Effective Time in its sole discretion if any holder of CBC Shares exercises dissenters' rights under Sections 607.1301 through 607.1333 of the Florida Business Corporation Act.

6. **Miscellaneous.**

(a) **Expenses.** The parties shall each pay their respective costs and expenses hereunder, including, without limitation, the fees and expenses of their respective counsel and accountants.

(b) **Waivers.** Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

(c) **Governing Law.** This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of Florida, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

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(d) **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when personally delivered, two days following the day when deposited with an overnight courier service, such as Federal Express, for delivery to the intended addressee or two days following the day when deposited in the United States mails, first class postage prepaid, at the addresses set forth at the beginning of the Agreement. Any party may alter the address to which communications or copiers are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

(e) **Binding Nature of Agreement; No Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, except that no party may assign or transfer its rights under this Agreement without the prior written consent of the other parties hereto.

(f) **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually taken together shall bear the signatures of all of the parties reflected hereon as the signature.

(g) **Provisions Separable.** The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

(h) **Paragraph Headings.** The section headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

(i) **Gender, Etc.** Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.

(j) **Entire Agreement.** This Agreement (including the documents and instruments to be executed in connection herewith or referred to herein) (a) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof, and (b) may not be amended except by an instrument in writing signed on behalf of each of the parties hereto and in compliance with applicable law.

[Signatures commence on following page]

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IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date first above written.

CBC:

CORPORATE BROADCAST COMPANY, INC.

By: Mary L. Davis
Name: MARY MATHIS
Title: PRESIDENT

ROSA:

THE ROSA ALLIANCE, INC.

By: Mary L. Davis
Name: MARY MATHIS
Title: PRESIDENT

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EXHIBIT A
RIGHTS, PREFERENCES, PRIVILEGES AND
RESTRICTIONS OF THE SERIES A PREFERRED STOCK

General. Rosa's board of directors will designate 100,000 shares of authorized but unissued preferred stock as Series A Preferred Stock (the "Preferred Shares"), with the following rights, preferences, privileges and restrictions.

Stated Value. \$.50 per Preferred Share.

Dividends. Holders of the Preferred Shares will be entitled to receive annual cumulative dividends equal to five percent (5%) of stated value, payable as and if declared by the Board of Directors of Rosa.

Liquidation Preference. In the event of liquidation, dissolution or winding-up of the Company, the holders of the Preferred Shares are entitled to be paid out of assets available for distribution on an amount equal to \$1.00 per Preferred Share, plus the amount of any accrued and unpaid dividends prior to any payment of dividends to the holders of shares of any other junior series or class of capital stock of Rosa. If upon any liquidation, dissolution or winding-up of Rosa, the assets available for distribution shall be insufficient to pay holders of the Preferred Shares their full liquidation preference and accrued but unpaid dividends, the amount of such assets shall be shared ratably by holders of the Preferred Shares.

The merger or consolidation of Rosa into or with another corporation or other entity or any other corporate reorganization in which Rosa shall not be the continuing or surviving entity of such consolidation, merger or reorganization, the sale of all or substantially all the assets of Rosa, or a transaction or series of related transactions by Rosa in which in excess of fifty percent (50%) of Rosa's voting power is transferred, shall be deemed to be a liquidation, dissolution or winding up of Rosa.

Nonconvertible. The Preferred Shares are not convertible.

No Voting Rights. Holders of the Preferred Shares do not have the right to vote.

No Preemptive Rights. Holders of the Preferred Shares will not have preemptive rights.