

JUNE 09, 2009

STATE OF WASHINGTON

ARTICLES OF MERGER

OF

TIN CAN COMMUNICATIONS LLC

WITH AND INTO

K T R T RADIO, INC.

06/09/09 1527915-  
001  
\$50.00 K #29627  
ud: 1715636

Pursuant to the provisions of RCW 23B.11.080, 23B.11.090, 25.15.395, 25.15.400 and 25.15.405 of the Washington Business Corporation Act, the undersigned Manager of Tin Can Communications LLC, a Washington limited liability company, and the undersigned President of K T R T Radio, Inc., a Washington corporation, hereby certify as follows:

1. The Agreement and Plan of Merger (the "Plan of Merger") governing the merger (the "Merger") of Tin Can Communications, LLC (the "Merging Company") with and into K T R T Radio, Inc. (the "Surviving Corporation") is attached hereto as Exhibit A and is incorporated herein by this reference.

2. The Merger and Plan of Merger were duly approved by the shareholders of the Surviving Corporation pursuant to RCW 23B.11.030.

3. The Merger and Plan of Merger were duly approved by the Members of the Merging Company pursuant to RCW 25.15.400.

IN WITNESS WHEREOF, each of the undersigned has executed these Articles of Merger in an official and authorized capacity under penalty of perjury this 2<sup>nd</sup> day of June, 2009.

TIN CAN COMMUNICATIONS LLC

By: Don Ashford  
Don Ashford  
Its Manager

K T R T RADIO, INC.

By: Don Ashford  
Don Ashford  
Its President

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of June 2, 2009 between K T R T Radio, Inc., a Washington corporation ("Corporation"), and Tin Can Communications, LLC, a Washington limited liability company ("LLC"). Corporation and LLC are from time to time herein referred to as the "Constituent Entities."

### RECITALS

A. Corporation is a corporation duly organized and existing under the laws of the state of Washington.

B. LLC is a limited liability company duly organized and validly existing under the laws of the state of Washington.

C. The Board of Directors and shareholders of the Corporation and the Manager and Members of the LLC deem it advisable and to the advantage of the Constituent Entities and their respective shareholders and members that LLC be merged with and into Corporation.

### AGREEMENT

In consideration of the terms hereof, the Constituent Entities do hereby agree to merge on the terms and conditions herein provided, as follows:

#### 1. THE MERGER

##### 1.1 The Merger

Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), LLC shall be merged with and into Corporation (the "Merger") in accordance with the applicable provisions of the Washington Business Corporation Act (the "Corporation Act") and the Washington Limited Liability Company Act (the "Company Act"). Upon consummation of the Merger, the following shall occur: (a) the Constituent Entities shall become a single corporation; (b) the separate existence of LLC shall cease; and (c) Corporation shall be the survivor (the "Surviving Corporation") and continue its corporate existence under the Corporation Act.

##### 1.2 Effective Date

The Merger shall become effective upon the filing of the Articles of Merger (the "Effective Date"), which shall be filed with the Secretary of State of the State of Washington,

all after satisfaction of the requirements of the applicable laws of such state prerequisite to such filing.

### **1.3 Articles of Incorporation**

On the Effective Date, the Articles of Incorporation of Corporation, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation. Thereafter, the Articles of Incorporation of the Surviving Corporation may be amended in accordance with their terms and as provided by law.

### **1.4 Bylaws**

The Bylaws of Corporation, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Bylaws of the Surviving Corporation. Thereafter, the Bylaws of the Surviving Corporation may be amended or repealed in accordance with their terms and the terms of the Articles of Incorporation of the Surviving Corporation and as provided by law.

### **1.5 Directors and Officers**

The directors and officers of the Surviving Corporation shall be as set forth below until their successors shall have been duly elected and qualified or until otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation:

#### **DIRECTORS:**

Don Ashford	Director
-------------	----------

#### **OFFICERS:**

Don Ashford	President and Secretary
-------------	-------------------------

## **2. CONVERSION OF LLC UNITS**

Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each outstanding LLC Unit shall be changed and converted into one share of newly issued Common Stock of the Corporation.



### **3. EFFECT OF THE MERGER**

#### **3.1 Rights, Privileges, Etc.**

On the Effective Date, the Surviving Corporation, 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 LLC and Corporation; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of LLC and Corporation 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 Surviving Corporation without further act or deed; title to any real estate, or any interest therein vested in LLC or Corporation, shall not revert or in any way be impaired by reason of the Merger; and all the rights of creditors of LLC and Corporation shall be preserved unimpaired, and all liens upon the property of LLC or Corporation shall be preserved unimpaired, and all debts, liabilities, obligations and duties of LLC or Corporation shall thenceforth remain with or be attached to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

#### **3.2 Further Assurances**

From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of LLC such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Corporation the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of LLC and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of LLC or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

### **4. GENERAL**

#### **4.1 Abandonment**

At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by either the Board of Directors of the Corporation or the Manager of the LLC, or both.

#### **4.2 Amendment**

At any time prior to the Effective Date, this Agreement may, to the extent permitted by law, be amended, supplemented or interpreted at any time by action taken by the Board of Directors of Corporation or the Manager of LLC.

#### 4.3 Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Washington.

#### 4.4 Third-Party Consents

All necessary consents and approvals from third parties to the transfers, conveyances and other transactions set forth herein shall be a condition precedent to the consummation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date and year first above written.

K T R T RADIO, INC.  
a Washington corporation

By: \_\_\_\_\_

*Don Ashford*  
Don Ashford, President

TIN CAN COMMUNICATIONS LLC,  
a Washington limited liability company

By: \_\_\_\_\_

*Don Ashford*  
Don Ashford, Manager

UNITED STATES OF AMERICA

# The State of Washington



Secretary of State

## CERTIFICATE OF MERGER

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

K T R T RADIO, INC.

WA Profit Corporation  
UBI: 602-619-932  
Filing Date: June 9, 2009

Merging Entities:

602-417-463      TIN CAN COMMUNICATIONS LLC



Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital

Sam Reed, Secretary of State



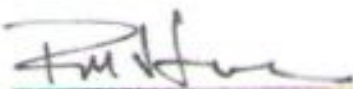
ASSIGNMENT OF MEMBERSHIP INTEREST

As a part of the merger of KTRT Inc., a Washington corporation, and Tin Can Communications LLC, a Washington limited liability company, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Ronald J. Lone (the "Assignor"), hereby transfers and assigns to Tin Can Communications LLC ("Assignee"), effective as of the date hereof, all of Assignor's right, title, and interest in the membership interest held by Assignor in Tin Can Communications LLC.

Assignor represents and warrants that Assignor has good and marketable title to such membership interest; that Assignor has not previously sold, transferred, pledged, or in any manner encumbered such membership interest or any future income or proceeds therefrom; and that no person or entity besides Assignor and Assignee has any right, title, or interest in such membership interest.

EXECUTED as of June 6, 2009.

ASSIGNOR:



Ronald J. Lone