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Division of Corporations

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**MERGER OR SHARE EXCHANGE**

**VENEVISION INTERNATIONAL LLC**

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ARTICLES OF MERGER  
Merger Sheet

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MERGING:

VENEVISION INTERNATIONAL, INC. A FLORIDA ENTITY

INTO

**VENEVISION INTERNATIONAL LLC**, a Florida entity, L01000022158

File date: December 19, 2001

Corporate Specialist: Agnes Lunt

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**FLORIDA DEPARTMENT OF STATE**  
Katherine Harris  
Secretary of State

December 20, 2001

VENEVISION INTERNATIONAL LLC  
550 BILTMORE WAY  
SUITE 1180  
CORAL GABLES, FL 33134

**PLEASE GIVE ORIGINAL SUBMISSION  
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SUBJECT: VENEVISION INTERNATIONAL LLC  
REF: L01000022158

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The plan of merger must either provide the name(s) and address(es) of the manager(s) of the limited liability company or state the limited liability company is not managed by one or more managers.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

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Agnes Lunt  
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Division of Corporations - P.O. BOX 6327 Tallahassee, Florida 32314

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**ARTICLES OF MERGER OF**  
**VENEVISION INTERNATIONAL, INC., a Florida corporation**  
**INTO**

G00233

**VENEVISION INTERNATIONAL LLC, a Florida limited liability company**

L01-22158

Pursuant to the provisions of Section 607.1109 of the Florida Business Corporation Act (the "FBCA") and Section 608.4382 of the Florida Limited Liability Company Act ("the FLLCA"), Venevision International Inc., a Florida corporation ("Acquisition"), and Venevision International LLC, a Florida limited liability company (the "Surviving Entity"), hereby adopt the following Articles of Merger for the purpose of merging Acquisition with and into Surviving Entity (the "Merger"). This Merger is permitted under the laws of Florida and is not prohibited by the articles of organization or LLC agreement of the Surviving Entity that is a party to this Merger.

**FIRST:** The plan of merger, pursuant to Section 608.438 of the FLLCA and Section 607.1108 of the FBCA, is as set forth in these Articles of Merger, including Exhibit A hereto (the "Plan of Merger").

**SECOND:** The Merger shall be effective upon the filing of these Articles of Merger with the Secretary of State of the State of Florida (the "Effective Time"). At the Effective Time, by virtue of the Merger and without any action on the part of Acquisition or the Surviving Entity, Acquisition shall be merged with and into Surviving Entity, with Surviving Entity being the surviving entity of the Merger and the separate existence of Acquisition shall thereupon cease. The Merger shall have the effects set forth in Section 607.11101 of the FBCA and Section 608.4383 of the FLLCA, and all property, rights, privileges, policies and franchises of each of the Surviving Entity and Acquisition shall vest in the Surviving Entity and all debts, liabilities and duties of each of the Surviving Entity and Acquisition shall become the debts, liabilities and duties of the Surviving Entity.

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**THIRD:** The articles of organization of the Surviving Entity as in effect immediately prior to the Effective Time shall be the articles of organization of the Surviving Entity thereafter, unless and until amended in accordance with applicable law.

**FOURTH:** The LLC agreement of the Surviving Entity in effect immediately prior to the Effective Time shall be the LLC agreement of the Surviving Entity thereafter, unless and until amended in accordance with applicable law.

**FIFTH:** The officers and directors of the Surviving Entity immediately prior to the Effective Time shall become the officers and directors of the Surviving Entity at the Effective Time, each to hold thereafter a directorship and/or office of the Surviving Entity, until their respective successors are duly elected and qualified or until their tenure is otherwise terminated in accordance with the articles of organization and the LLC agreement of the Surviving Entity.

**SIXTH:** The Plan of Merger was approved (i) in accordance with Section 608.4381 of the FLLCA, (A) by the unanimous written consent of the Board of Directors of the Surviving Entity dated as of December 19, 2001, and (B) by the written consent of the sole member of Surviving Entity dated as of December 19, 2001, and (ii) in accordance with Section 607.1103 of the FBCA, (A) by the unanimous written consent of the Board of Directors of Acquisition dated as of December 19, 2001, and (B) by the written consent of the sole shareholder of all the outstanding shares of capital stock of Acquisition dated as of December 19, 2001.

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IN WITNESS WHEREOF, each of Acquisition and the Surviving Entity have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by an authorized officer, on this 19<sup>th</sup> day of December 2001.

VENEVISION INTERNATIONAL, INC., a  
Florida corporation

By: William T. Keon III  
Name: William T. Keon, III  
Title: Vice President

VENEVISION INTERNATIONAL LLC, a  
Florida limited liability company

By: William T. Keon III  
Name: William T. Keon, III  
Title: Vice President

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## EXHIBIT A

## AGREEMENT AND PLAN OF MERGER

**AGREEMENT AND PLAN OF MERGER**, dated as of December 19, 2001 (this "Agreement"), between **VENEVISION INTERNATIONAL, INC.**, a Florida corporation ("International"), and **VENEVISION INTERNATIONAL LLC**, a Florida limited liability company ("VVI-LLC").

**WHEREAS**, International is a corporation duly organized and existing under the laws of the State of Florida with an authorized capital of 1,000 shares of common stock, par value U.S.\$1.00 per share, of which 500 shares are issued and outstanding as of the date of this Agreement;

**WHEREAS**, VVI-LLC is a limited liability company duly organized and existing under the laws of the State of Florida as of the date of this Agreement;

**WHEREAS**, the respective Board of Directors of International and VVI-LLC have approved and deemed it advisable and in the best interests of their respective sole shareholder and sole member that International be merged with and into VVI-LLC on the terms and conditions set forth in this Agreement; and

**WHEREAS**, each of the undersigned parties has agreed to make such filings and take such actions as may be necessary to adopt this Agreement as a plan of reorganization within the meaning of Section 368(a) of the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder (the "Code"), and that the transactions contemplated by this Agreement be undertaken pursuant to such plan and that such transactions be treated as a tax-free reorganization pursuant to Section 368(a) of the Code.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **The Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the applicable provisions of the Florida Business Corporation Act (the "FBCA") and the Florida Limited Liability Company Act (the "FLLCA"), International shall be merged with and into VVI-LLC (the "Merger") at the Effective Time (as defined in Section 2). At the Effective Time, the separate corporate existence of International shall cease, and VVI-LLC shall continue as the surviving entity (the "Surviving Entity") and shall succeed to and assume all of the rights, properties, liabilities and obligations of International in accordance with the FBCA and the FLLCA.

2. **Effective Time.** As soon as practicable after all authorizations and approvals have been obtained, including the sole shareholder approval of International and the sole member approval of VVI-LLC, the parties hereto shall cause the Merger to be consummated by filing an articles of merger (the "Articles of Merger") with the Secretary of State of the State of Florida, in such form as is required by the FBCA and the FLLCA and shall make all other filings or

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## EXHIBIT A

recordings required under the FBCA and the FLLCA. The Merger shall become effective upon such filings or at such time thereafter as is provided in the Articles of Merger (the "Effective Time").

3. Effects of the Merger. At and after the Effective Time, the Merger shall have the effects set forth in the FBCA and the FLLCA.

4. Articles of Organization. The Articles of Organization of VVI-LLC as in effect immediately prior to the Effective Time shall be the Articles of Organization of the Surviving Entity and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the laws of the State of Florida.

5. LLC Agreement. The LLC Agreement of VVI-LLC as in effect immediately prior to the Effective Time shall be the LLC Agreement of the Surviving Entity and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the laws of the State of Florida.

6. Directors and Officers. The directors and officers of VVI-LLC as in effect immediately prior to the Effective Time shall be the directors and officers of the Surviving Entity, all of whom shall hold their directorship and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Articles of Organization and the LLC Agreement of the Surviving Entity.

7. Effect on International and VVI-LLC Capital. At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of common stock, par value U.S.\$1.00 per share, of International (the "International Common Shares") or the holder of any membership interest of, of VVI-LLC (the "VVI-LLC Membership Interest"):

(a) Membership Interest of VVI-LLC. Each VVI-LLC Membership Interest issued and outstanding immediately prior to the Effective Time shall remain outstanding as a membership interest of the Surviving Entity.

(b) Conversion of International Common Shares. Each issued and outstanding International Common Share shall be converted into the right to receive one (1) fully paid and non-assessable membership interest of the Surviving Entity (the "Merger Consideration").

As a result of the Merger and without any action on the part of the holders thereof, at the Effective Time, all International Common Shares shall cease to exist and be outstanding and shall be canceled and retired and shall cease to exist, and each holder of International Common Shares shall thereafter cease to have any rights with respect to such International Common Shares, except the right to receive the Merger Consideration to be issued in consideration therefor.

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EXHIBIT A

8. Amendment. No change or modification of this Agreement shall be valid unless made in writing by all parties hereto.

9. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. The managers are:

Genaro Garmendia  
550 Biltmore Way  
Suite 1180  
Coral Gables, FL 33134

Benjamin Perez  
550 Biltmore Way  
Suite 1180  
Coral Gables, FL 33134

Alejandro Rivera  
550 Biltmore Way  
Suite 1180  
Coral Gables, FL 33134

Luis Villanueva  
550 Biltmore Way  
Suite 1180  
Coral Gables, FL 33134

William T. Keon, III  
550 Biltmore Way  
Suite 1180  
Coral Gables, FL 33134

Eduardo L. Hernandez  
550 Biltmore Way  
Suite 1180  
Coral Gables, FL 33134

Signatures to be found on following page

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EXHIBIT A

IN WITNESS WHEREOF, each of International and VVI-LLC have caused this Agreement to be signed in their respective corporate names and on their behalf by an authorized officer as of the date set forth above.

VENEVISION INTERNATIONAL, INC., a  
Florida corporation

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

*William T. Keon III*  
Name: William T. Keon, III  
Title: Vice President

VENEVISION INTERNATIONAL LLC, a  
Florida limited liability company

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

*William T. Keon III*  
Name: William T. Keon, III  
Title: Vice President

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