

S80206

Cathi Wilkinson
Requestor's Name
215 So. Monroe
Address
Talla. Fl 32301 2223533
City/State/Zip Phone #

700002379117--4
-12/22/97--01065--018
****210.00 ****122.50
Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

- Knology of Panama City Inc (Corporation Name) (Articles of Merger) (Document #)
- Merger (Corporation Name) (Document #)
- name (Corporation Name) (Document #)
- change (Corporation Name) (Document #)

FILED
97 DEC -5 PM 4:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

- Walk in Pick up time We'll pickup when you call
 Mail out Will wait Photocopy

C. TAX FILING
U. COPY
Certificate of Status
N. BANK BALANCE DUE
REFUND
70
52.50
122.50

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment Name Availability
<input type="checkbox"/>	Resignation of R.A., Officer/Director Document
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger Update/Verify

12/8/97
DK
DK
DK

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

CORAPMER

Call when ready
222 3533

Examiner's Initials	
---------------------	--

S80206

ARTICLES OF MERGER
Merger Sheet

MERGING:

KNOLOGY OF PANAMA CITY, INC., a Delaware corporation F97000006112

INTO

BEACH CABLE, INC. which changed its name to

KNOLOGY OF PANAMA CITY, INC., a Florida corporation, S80206

File date: December 5, 1997

Corporate Specialist: Annette Hogan

ARTICLES OF MERGER OF KNOLOGY OF
PANAMA CITY, INC., INTO BEACH CABLE, INC.

97 DEC 5 PM 1:15
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.0105, Florida Statutes (1995), the undersigned corporations, KNOLOGY OF PANAMA CITY, INC., a Delaware corporation, ("KNOLOGY") and BEACH CABLE, INC., ("BEACH CABLE") a Florida corporation, adopt the following Articles of Merger for the purpose of merging KNOLOGY with and into BEACH CABLE which shall be the surviving corporation and shall operate as such under the name "KNOLOGY OF PANAMA CITY, INC."

1. PLAN OF MERGER. The Plan of Merger setting forth the terms and conditions of the Merger of KNOLOGY with and into BEACH CABLE is attached to these Articles as Exhibit A and incorporated herein by reference as if fully set forth verbatim.

2. ADOPTION OF PLAN BY KNOLOGY. The Plan of Merger was approved and recommended by the Board of Directors of KNOLOGY, and adopted by the sole Stockholder of KNOLOGY by unanimous written consent on December 4, 1997, all of the total of 1,000 issued and outstanding shares of voting common stock of KNOLOGY were voted in favor of the Plan of Merger, such vote being sufficient for approval.

3. ADOPTION OF PLAN BY BEACH CABLE. The Plan of Merger was approved and recommended by the Board of Directors of BEACH CABLE, and at a special meeting of the sole Stockholder of BEACH CABLE called to consider adoption of the Plan of Merger held on November 24, 1997, all of the total of 100 issued and outstanding shares of voting common stock of BEACH CABLE were voted

in favor of the Plan of Merger, such vote being sufficient for approval.

4. Effective Date. The Plan of Merger shall be effective on the 5th day of December, 1997.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed this 4th day of December, 1997.

BEACH CABLE, INC.

CORPORATE SEAL

By: Allen G. Bense
Print Name: ALLAN BENSE
Its: Chief Executive Officer

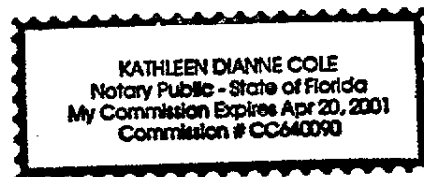
Attest: [Signature]
Print Name: L. CHARLES HILTON, JR.
Its: Secretary

STATE OF FLORIDA,
COUNTY OF BAY.

I HEREBY CERTIFY that on this day, before me, a officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Allen Bense, as CEO, and L. Charles Hilton, Jr., as Secretary, of BEACH CABLE, INC., the persons described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument in the capacity and for the purpose therein expressed. Such persons are personally known to me or produced _____ as identification.

WITNESS my hand and official seal in the State and County named above this 4th day of December, 1997.

[Signature]
NOTARY PUBLIC
My Commission Expires:



IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 4th day of December, 1997.

KNOLOGY OF PANAMA CITY, INC.

CORPORATE SEAL

By: William E. Morrow
WILLIAM E. MORROW
Its: Chief Executive Officer

ATTEST:

James K. McCormick
JAMES K. MCCORMICK
Its: Secretary

STATE OF GEORGIA,

COUNTY OF Troup.

The foregoing instrument was acknowledged before me this 4th day of December, 1997, by WILLIAM E. MORROW, as Chief Executive Officer, and JAMES K. MCCORMICK, as Secretary, respectively, of KNOLOGY OF PANAMA CITY, INC., on behalf of the Corporation. Each is personally known to me or produced _____ as identification.

Dixie B. Noles
NOTARY PUBLIC MY COMMISSION EXPIRES APRIL 1, 2001

Dixie B. Noles
Name of Notary Typed, Printed or Stamped

KNOLGY HOLDINGS, INC.

CORPORATE SEAL

By: William E. Morrow
WILLIAM E. MORROW

Its: Chief Executive Officer

Attest:

James K. McCormick
JAMES K. McCORMICK
Its: Secretary

STATE OF GEORGIA,

COUNTY OF Troup.

I HEREBY CERTIFY that on this day, before me, a officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared WILLIAM E. MORROW, as Chief Executive Officer, and JAMES K. McCORMICK, as Secretary, of KNOLGY HOLDINGS, INC., to be the persons described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument in the capacity and for the purpose therein expressed. Such persons are ✓ personally known to me or produced _____ as identification.

WITNESS my hand and official seal in the State and County named above this 4th day of December, 1997.

Doris B. Roles
NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES APRIL 1, 2001

PLAN OF MERGER

THIS PLAN OF MERGER is made, executed and entered into this ____ day of December, 1997 ("Plan of Merger"), pursuant to Section 607.1101 of the Florida Business Corporation Act by and among KNOLOGY HOLDINGS, INC., a Delaware corporation ("Acquiror"), KNOLOGY OF PANAMA CITY, INC., a Delaware corporation and a wholly owned subsidiary of Acquiror ("Merger Sub"), and BEACH CABLE, INC., a Florida corporation (the "Company").

WHEREAS, Merger Sub and the Company desire to effect the merger of Merger Sub with and into the Company upon the terms hereinafter stated;

WHEREAS, Acquiror, Merger Sub and the Company have entered into an Agreement and Plan of Merger dated as of December 5, 1997 (the "Merger Agreement"), setting forth certain representations, warranties, covenants, and agreements in connection with the transactions therein and herein contemplated; and

WHEREAS, the Boards of Directors of Acquiror, Merger Sub and Company have duly approved the Merger Agreement and this Plan of Merger and the shareholders of Merger Sub and the Company have approved the Merger Agreement and this Plan of Merger.

NOW, THEREFORE, the parties hereto do hereby approve and adopt the following Plan of Merger for the purpose of setting forth the terms and conditions of the Merger and the manner of carrying the same into effect.

ARTICLE I

THE MERGER

SECTION 1.1. The Merger.

Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Florida Law and Delaware Law, at the Effective Time (as defined in Section 1.2) Merger Sub shall be merged with and into the Company (the "Merger"). As a result of the Merger, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation of the Merger (sometimes referred to herein as the "Surviving Corporation") and a wholly-owned subsidiary of Acquiror. The name of the Surviving Corporation shall be "KNOLOGY of Panama City, Inc."

EXHIBIT

A

SECTION 1.2. Effective Time.

At the Closing (as defined in Section 1.6 of the Merger Agreement), the parties hereto shall cause the Merger to be consummated by filing articles of merger (the "Articles of Merger"), with the Florida Department of State and the Secretary of State of the State of Delaware in such form as required by, and executed in accordance with the relevant provisions of Florida Law and Delaware Law, respectively and in such form as approved by the Company and Acquiror prior to such filings (the date and time of the last to occur of such filings or such subsequent date or time specified in the Articles of Merger being the "Effective Time").

SECTION 1.3. Effect of the Merger.

At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of Florida Law and Delaware Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all the property, rights, privileges, powers and franchises of Merger Sub and the Company shall vest in the Surviving Corporation, and all debts, liabilities and duties of Merger Sub and the Company shall become the debts, liabilities and duties of the Surviving Corporation.

SECTION 1.4. Articles of Incorporation.

At the Effective Time, the Amended and Restated Articles of Incorporation of the Company, a copy of which is attached hereto as Exhibit A, shall be the articles of incorporation of the Surviving Corporation.

SECTION 1.5. Directors and Officers.

The directors of Merger Sub (or such other or additional individuals as Acquiror may designate prior to Closing) shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the articles of incorporation and bylaws of the Surviving Corporation; and the officers of Merger Sub shall be the initial officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

ARTICLE II

CONVERSION OF SECURITIES; EXCHANGE OF CERTIFICATES

SECTION 2.1. Conversion of Securities.

At the Effective Time, by virtue of the Merger and without any action on the part of the parties hereto or the holders of the following securities:

(a) Company Common Stock. Subject to the adjustments set forth in Section 2.1(b) and Section 2.1(c), all of the shares of common stock, no par value per share, of the Company ("Company Common Stock"), issued and outstanding immediately prior to the Effective Time (excluding any shares described in Section 2.1(c)), shall be converted into that number of shares of preferred stock, par value \$.01 per share, of Acquiror ("Acquiror Preferred Stock") equal to (i) the amount of SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000), (A) increased or decreased by, as applicable, the adjustment based on the number of Basic Subscribers and New Subscribers (each as defined below) pursuant to Section 2.1(b) and Section 2.1(c); (B) decreased by the amount of Closing Indebtedness (as defined in Section 2.5); and (C) increased by the amount of capital costs reasonably expended by the Company and approved by Acquiror pursuant to Section 8.7 hereof (the net amount determined pursuant to this clause (i) being referred to as the ("Purchase Price")), divided by (ii) One Thousand Five Hundred Dollars (\$1,500). All shares of Company Common Stock shall cease to be outstanding and shall automatically be canceled and retired and shall cease to exist, and each certificate previously evidencing any such shares shall thereafter represent only the right to receive the shares of Acquiror Preferred Stock and the cash payable in lieu of fractional shares pursuant to Section 2.1(f). The holders of certificates previously evidencing such shares of Company Common Stock outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such shares of Company Common Stock, except as otherwise provided herein.

(b) Adjustments to the Purchase Price. The Purchase Price to be paid on the Closing Date shall be subject to the following adjustments:

(i) If the number of Basic Subscribers and New Subscribers as of the Effective Time is less than four thousand four hundred seventy-six (4,476) (the "Target Subscriber Number"), the Purchase Price shall be reduced by an amount equal to One Thousand Five Hundred Dollars (\$1,500), multiplied by the difference between the Target Subscriber Number and the actual number of Basic Subscribers and New Subscribers as of the Effective Time.

(ii) If the number of Basic Subscribers and New Subscribers as of the Effective Time is greater than the Target Subscriber Number, the

(i) At least five (5) days prior to the Closing Date, the Stockholder shall prepare and deliver to Acquiror a preliminary certificate which shall set forth the Stockholder's good faith estimate of the initial adjustments to the Purchase Price based on the number of Basic Subscribers and New Subscribers to be made as of the Closing Date under Section 2.1(b), certified by the Stockholder to be true, complete and accurate. The preliminary certificate shall contain all information reasonably necessary to determine the initial adjustments to the Purchase Price to be made as of the Closing Date under Section 2.1(b), and such other information as may be reasonably requested by Acquiror.

(ii) No earlier than ninety (90) days and no later than one hundred and twenty (120) days after the Closing Date, Acquiror will deliver to the Stockholder a certificate setting forth Acquiror's determination of the final adjustments to the Purchase Price based on the number of Basic Subscribers and the number of Qualified New Subscribers (as defined below), certified by Acquiror to be true, complete and accurate. If the Stockholder disputes the amount of the final adjustments to the Purchase Price determined by Acquiror, the Stockholder shall deliver to Acquiror within twenty (20) days after his receipt of Acquiror's certificate a certificate setting forth his determination of the amount of the Purchase Price based on the number of Basic Subscribers and the number of Qualified New Subscribers. If the Stockholder notifies Acquiror of his acceptance of Acquiror's certificate, or if the Stockholder fails to deliver his certificate within such twenty (20) day period, Acquiror's determination of the Purchase Price shall be final, conclusive and binding on the parties. For purposes of this Plan of Merger, the term "Qualified New Subscriber" shall mean a New Subscriber who has made at least two (2) monthly payments at the basic service rate for the service of the System and is current as of the date of the certificate setting forth Acquiror's determination.

(iii) Acquiror and the Stockholder shall use good faith efforts to resolve any dispute involving the adjustments to the Purchase Price. If the parties are unable to resolve the dispute within fifteen (15) days following the delivery of Acquiror's certificate pursuant to paragraph (ii) above, the Stockholder or Acquiror may submit the dispute to a nationally recognized independent public accounting firm (which has not performed any service since January 1, 1991 for either the Stockholder or Acquiror or any of their respective affiliates), to act as an arbitrator (the "Accounting Firm"), in which event such party shall deliver to the other party notice thereof. All determinations made by the Accounting Firm of the dispute shall be final and binding on the parties, and a judgment may be entered thereon in any court of competent jurisdiction. Any reasonable fees and expenses of the Accounting Firm shall be split equally between Acquiror and the Stockholder.

(d) Treasury Stock. All shares of capital stock of the Company held in the treasury of the Company immediately prior to the Effective Time shall be

canceled and extinguished without any conversion thereof and no Acquiror Preferred Stock or other consideration shall be delivered or deliverable in exchange therefor.

(e) Merger Sub Stock. Each share of common stock, par value \$.01 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for one (1) duly and validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation.

(f) No Fractional Shares. No fraction of a share of Acquiror Preferred Stock shall be issued in connection with the Merger. In lieu of any such fractional share, the Stockholder shall have the right to receive an amount in cash, without interest, determined by multiplying (i) One Thousand Five Hundred Dollars (\$1,500) by (ii) the fractional interest in Acquiror Preferred Stock to which such holder would otherwise be entitled pursuant to Section 2.1(a).

SECTION 2.2. Exchange of Certificates

At the Closing, the Stockholder shall deliver to Acquiror certificates evidencing all of the outstanding shares of Company Common Stock as of the Effective Time duly endorsed in blank or with duly executed stock powers attached. In exchange therefor, Acquiror shall deliver to the Stockholder at Closing a certificate evidencing the whole shares of Acquiror Preferred Stock issuable pursuant to Section 2.1(a), and cash in an amount equal to the cash payable in lieu of fractional shares pursuant to Section 2.1(f).

SECTION 2.3. Subscriber Adjustments.

In the event that there is a difference in the adjustments to the Purchase Price as initially determined and the Purchase Price as finally determined pursuant to Section 2.1(c), the Stockholder shall deliver to Acquiror the certificate evidencing the shares of Acquiror Preferred Stock issued to the Stockholder at Closing, and Acquiror shall cancel such certificate, and issue a new certificate to the Stockholder evidencing the number of shares of Acquiror Preferred Stock to be issued to the Stockholder based upon the Purchase Price as finally determined pursuant to Section 2.1(c). The parties acknowledge and agree that the adjustment pursuant to this Section 2.3 may result in a decrease in the Purchase Price paid on the Closing Date.

SECTION 2.4. Stock Transfer Books.

At the Effective Time, the stock transfer books of the Company with respect to all shares of capital stock of the Company shall be closed and no further


registration of transfers of such shares of capital stock shall thereafter be made on the records of the Company.

SECTION 2.5. Satisfaction of Indebtedness.


Immediately after the Effective Time, Acquiror shall cause to be paid all principal and accrued interest outstanding as of the Effective Time under that certain promissory note dated July 1, 1994, payable to Hilton, Inc. in the original principal amount of \$3,000,000 (collectively, the "Closing Indebtedness"). Payment of the Closing Indebtedness shall be made in accordance with a written payoff letter from the holder of the Closing Indebtedness.

IN WITNESS WHEREOF, the parties hereto have caused this PLAN OF MERGER to be executed and delivered as of the date first written above.


KNOLOGY HOLDINGS, INC.

By: 
Felix L. Boccucci, Jr.
Vice President of Business
Development

KNOLOGY OF PANAMA CITY, INC.

By: 
Felix L. Boccucci, Jr.
Assistant Secretary

BEACH CABLE, INC.

By: 
L. Charles Hilton, Jr.
Chairman and Chief Executive
Officer

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
KNOLGY OF PANAMA CITY, INC.
(Formerly, BEACH CABLE, INC.)**

The undersigned, for the purposes of amending and restating the Articles of Incorporation of BEACH CABLE, INC., as so amended do hereby adopt the following Amended and Restated Articles of Incorporation:

**ARTICLE I
Restatement**

These Restated Articles of Incorporation contain certain amendments requiring Stockholder approval, and have been approved and adopted by the unanimous vote of the Stockholder of the corporation on the 5th day of December, 1997.

**ARTICLE II
NAME**

The name of this Corporation is KNOLGY OF PANAMA CITY, INC.

**ARTICLE III
DURATION**

This Corporation shall have perpetual existence.

**ARTICLE IV
PURPOSE**

This Corporation may engage in any activity or business permitted under the laws of the United States and of the State of Florida. The Corporation shall have all power necessary or convenient to the conduct, promotion or attainment of such acts and activities.

**ARTICLE V
CAPITAL STOCK**

The total number of shares of all classes of stock that this Corporation is authorized to issue is One Thousand (1,000) shares. All such shares shall be One Cent (\$.01) par value voting common stock.

**ARTICLE VI
REGISTERED OFFICE AND AGENT**

The name and street address of the registered agent and office of this Corporation are Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301-2607.

EXHIBIT

A

12-34/2

ARTICLE VII
BOARD OF DIRECTORS

This Corporation shall have not less than one (1), nor more than fifteen (15) Directors, provided, however, that the number of Directors may be increased or diminished from time to time by the By-Laws of the Corporation. Each Director shall be entitled to one vote per Director on all matters voted or acted upon by the Board of Directors. The names and addresses of the Directors of this Corporation are:

<u>NAME</u>	<u>ADDRESS</u>
William E. Morrow	312 W. 8th Street West Point, GA 31833
William H. Scott, II	312 W. 8th Street West Point, GA 31833
Campbell B. Lanier, III	312 W. 8th Street West Point, GA 31833

ARTICLE VIII
BY-LAWS

The By-Laws of this Corporation may be adopted, altered, amended or repealed by either the Stockholders or Directors of the Corporation.

ARTICLE IX
INDEMNIFICATION

The Corporation shall indemnify any Officer or Director, or any former Officer or Director, to the full extent permitted by law.

ARTICLE X
AMENDMENT

This Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, in accordance with the provisions of the Florida Business Corporation Act.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 4th day of December, 1997.

KNOLOGY OF PANAMA CITY, INC.

CORPORATE SEAL

By: William E. Morrow
WILLIAM E. MORROW
Its: Chief Executive Officer

ATTEST:

James K. McCormick
JAMES K. MCCORMICK
Its: Secretary

STATE OF GEORGIA,

COUNTY OF Troup.

The foregoing instrument was acknowledged before me this 4th day of December, 1997, by WILLIAM E. MORROW, as Chief Executive Officer, and JAMES K. MCCORMICK, as Secretary, respectively, of KNOLOGY OF PANAMA CITY, INC., on behalf of the Corporation. Each is personally known to me or produced as identification.

Dixie B. Noles
NOTARY PUBLIC

Dixie B. Noles
Name of Notary Typed, Printed or Stamped

CERTIFICATE OF DESIGNATION
REGISTERED AGENT

FILED
97 DEC -5 PM 1:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.0501 of Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the state of Florida.

1. The name of the corporation is: KNOLGY of Panama City, Inc.

2. The name and address of the registered agent and office is:
Corporation Service Company
(NAME)

1201 Hays St.
(P.O. BOX NOT ACCEPTABLE)

Tallahassee, Florida 32301-2607
(CITY/STATE/ZIP)

SIGNATURE Patricia Pizitz
TITLE As Agent
DATE 12-8-97

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

SIGNATURE Patricia Pizitz
DATE 12-08-97
REGISTERED AGENT FILING FEE: \$35.00