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MERGER OR SHARE EXCHANGE

Florida Cablevision Management Corp.

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EFFECTIVE DATE
6/22/07

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ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Florida Cablevision Management Corp.	Florida	661817

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Community CATV Corp.	Florida	560917
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 6 / 22 / 2007 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more at 9:05 a.m. than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____

The Plan of Merger was adopted by the board of directors of the surviving corporation on June 18, 2007 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on _____

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on June 18, 2007 and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

Community CATV Corp.

Florida Cablevision
Management Corp.

Raymond G. Murphy
Raymond G. Murphy

Raymond G. Murphy - Senior Vice President

Raymond G. Murphy - Senior Vice President

PLAN OF MERGER
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

Name

Jurisdiction

Florida Cablevision Management Corp.

Florida

The name and jurisdiction of each subsidiary corporation:

Name

Jurisdiction

Community CATV Corp.

Florida

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

AGREEMENT AND PLAN OF MERGER

of

COMMUNITY CATV CORP.

and

FLORIDA CABLEVISION MANAGEMENT CORP.

AGREEMENT AND PLAN OF MERGER, dated June 9, 2007 (this "Agreement"), between Community CATV Corp., a Florida corporation ("CATV") and Florida Cablevision Management Corp., a Florida corporation ("FCMC").

WITNESSETH:

WHEREAS, FCMC desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of CATV by means of a merger of CATV with and into FCMC;

WHEREAS, CATV is a wholly-owned subsidiary of FCMC;

WHEREAS, Section 607.1104 of the Business Corporation Act of the State of Florida, (the "BCA"), authorize the merger of a subsidiary corporation with and into a parent corporation;

WHEREAS, CATV and FCMC now desire to merge (the "Merger"), following which FCMC shall be the surviving entity;

WHEREAS, FCMC's Articles of Incorporation and By-laws permit, and resolutions adopted by FCMC's Board of Directors authorize, this Agreement and the consummation of the Merger;

90465v1

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

THE MERGER

SECTION 1.01. The Merger.

(a) Upon satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, CATV shall merge with and into FCMC and FCMC shall file the Articles of Merger substantially in the form of Exhibit A hereto with the Secretary of State of the State of Florida (the "Articles of Merger") and make all other filings or recordings required by Florida law in connection with the Merger. The Merger shall become effective upon filing of the Articles of Merger (the "Effective Time").

(b) FCMC shall be the surviving entity of the Merger (the "Surviving Corporation") in accordance with Section 253 of the General Corporation Law of the State of Delaware.

SECTION 1.02. Exchange of Interests. At the Effective Time:

(a) All of the shares of capital stock of FCMC outstanding immediately prior to the Effective Time shall not be converted or exchanged in any manner, but each said share which is issued as of the Effective Time shall continue to represent one issued share of FCMC; and

(b) Each share of capital stock of CATV outstanding immediately prior to the Effective Time shall be cancelled.

ARTICLE II

THE SURVIVING CORPORATION

SECTION 2.01. Articles of Incorporation and By-laws. The Articles of Incorporation and By-laws of FCMC in effect at the Effective Time shall be the Articles of Incorporation and By-laws of the Surviving Corporation unless and until amended in accordance with its terms and applicable law. The name of the Surviving Corporation shall be TW/KBLCOM, Inc.

SECTION 2.02. Directors and Officers. From and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with applicable

law, (i) the directors of FCMC at the Effective Time shall be the directors of the Surviving Corporation, and (ii) the officers of FCMC at the Effective Time shall be the officers of the Surviving Corporation.

ARTICLE III

TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

SECTION 3.01. Transfer, Conveyance and Assumption. At the Effective Time, FCMC shall continue in existence as the Surviving Corporation, and without further transfer, succeed to and possess all of the rights, privileges and powers of CATV, and all of the assets and property of whatever kind and character of CATV shall vest in CATV without further act or deed; thereafter, FCMC, as the Surviving Corporation, shall be liable for all of the liabilities and obligations of CATV, and any claim or judgment against CATV may be enforced against FCMC, as the Surviving Corporation, in accordance with Section 607.1104 of the BCA.

SECTION 3.02. Further Assurances. If at any time FCMC shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Corporation the title to any property or right of CATV, or otherwise to carry out the provisions hereof, the representatives of CATV as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Corporation, and otherwise to carry out the provisions hereof.

ARTICLE IV

TERMINATION

SECTION 4.01. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

- (i) by mutual written consent of the Board of Directors of FCMC;
- (ii) by mutual written consent of the Board of Directors of CATV if required by state law;
- (iii) by the Board of Directors of FCMC or CATV, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining FCMC or CATV from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

SECTION 4.02. Effect of Termination. If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. Amendments; No Waivers. (a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by an officer of CATV, and by an officer of FCMC.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 5.02. Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between FCMC and CATV, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between FCMC and CATV with respect to the subject matter hereof.

SECTION 5.03. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

SECTION 5.04. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.

SECTION 5.05. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

COMMUNITY CATV CORP.

By: Raymond G. Murphy
Name: Raymond G. Murphy
Title: Senior Vice President

FLORIDA CABLEVISION MANAGEMENT CORP.

By: Raymond G. Murphy
Name: Raymond G. Murphy
Title: Senior Vice President