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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



**CORPORATION SERVICE COMPANY<sup>SM</sup>**

1201 Hays Street  
Tallahassee, FL 32301  
850-521-1000  
850-521-1010(fax)

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Authorization: [Signature]

Contact: Amanda Roath Ext 2955

**Corporation Name(s) & Document number(s)**

- 1) Adelphia Consolidation, LLC
- 2) Adelphia Cablevision of West Palm Beach, LLC
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

\_\_\_ Stamped Copy    ☒ Certified Copy

**Type of Filings:**

<u>New Filings</u>	<u>Amendment</u>	<u>Qualification</u>
___ Profit	___ Amendment	___ Profit
___ NFP	___ COA	___ NFP
___ LLC	___ Dissolution/Withdrawal	___ LLC
___ LTD	<input checked="" type="checkbox"/> Merger	___ LTD

**Other:**

\_\_\_ Annual Report    \_\_\_ Fictitious Name    \_\_\_ Reinstatement

CERTIFICATE OF MERGER  
OF  
ADELPHIA CABLEVISION OF WEST PALM BEACH II, LLC  
AND  
ADELPHIA CONSOLIDATION, LLC

FILED  
07 JUN 28 AM 9:37  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 4382 of the Florida Limited Liability Company Act.

1. The name of the surviving limited liability company is Adelphia Consolidation, LLC, a Delaware limited liability company.

2. The name of the limited liability company being merged into this surviving limited liability company is Adelphia Cablevision of West Palm Beach II, LLC. The jurisdiction in which this limited liability company was formed is Florida.

3. The Agreement and Plan of Merger, a copy of which is attached hereto as Exhibit A, has been approved and executed by Adelphia Consolidation, LLC, in accordance with applicable Delaware law and by Adelphia Cablevision of West Palm Beach II, LLC in accordance with the applicable provisions of the Florida Limited Liability Company Act.

4. The name of the surviving limited liability company is Adelphia Consolidation, LLC.

5. The surviving limited liability company hereby appoints the Secretary of State of the State of Florida as its agent for the service of process in a proceeding to enforce obligations of each of the constituent entities to the merger, including any appraisal rights of the members of such entities under Sections 4351 through 43595 of the Florida Limited Liability Company Act. The address which the Department of State may use for the service of process is 5619 DTC Parkway, Greenwood Village, CO 80111. Adelphia Consolidation, LLC, agrees to pay any members with appraisal rights the amount to which such members are entitled under Sections 4351 through 43595 of the Florida Limited Liability Company Act.

IN WITNESS WHEREOF, said limited liability company has caused this certificate to be signed by an authorized person, this 28<sup>th</sup> day of June, 2007.

**ADELPHIA CONSOLIDATION, LLC**

By: Adelphia Communications Corporation, its  
Sole Member

By: Quest Turnaround Advisors, LLC,  
as Plan Administrator

By: 

Name:

BARRY SHALOV

Title:

MEMBER OF THE COMPANY

**ADELPHIA CABLEVISION OF WEST PALM  
BEACH II, LLC**

By: Quest Turnaround Advisors, LLC,  
as Plan Administrator

By: 

Name:

BARRY SHALOV

Title:

MEMBER OF THE COMPANY

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**EXHIBIT A**

**Agreement and Plan of Merger**

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of June 28, 2007 (this "Merger Agreement"), by and between Adelphia Cablevision of West Palm Beach II, LLC, a Florida limited liability company ("Adelphia Cablevision"), and Adelphia Consolidation, LLC, a Delaware limited liability company ("Adelphia Consolidation," and, together with Adelphia Cablevision, the "Parties"), is entered pursuant to Section 18-209 of the Delaware Limited Liability Company Act (the "Act") and Section 438 of the Florida Limited Liability Company Act.

WHEREAS, each of the Parties is a limited liability company duly organized and in good standing under the laws of their respective jurisdictions of formation;

WHEREAS, the Parties intend that Adelphia Cablevision merge with and into Adelphia Consolidation and that Adelphia Consolidation continue as the surviving entity in such merger, upon the terms and subject to the conditions set forth herein, subject to the provisions of the First Modified Fifth Amended Joint Chapter 11 Plan for Adelphia Communications Corporation and Certain of its Affiliated Debtors, dated as of January 3, 2007, as Confirmed, and in accordance with the laws of the State of Delaware and the laws of the State of Florida;

WHEREAS, the Plan Administrator of Adelphia Cablevision has approved the Merger (as defined below) and the form and terms of this Merger Agreement; and

WHEREAS, the sole member of Adelphia Consolidation has approved the Merger and the form and terms of this Merger Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto agree as follows:

### ARTICLE I.

#### MERGER

SECTION 1.1. Merger. Subject to the terms of this Merger Agreement, as of the filing of the Certificate of Merger with the Secretary of State of the State of Delaware and the Department of State of the State of Florida (the "Effective Time"), Adelphia Cablevision shall be merged with and into Adelphia Consolidation (the "Merger").

SECTION 1.2. Effective Time of Merger. At the Effective Time, Adelphia Cablevision shall be merged with and into Adelphia Consolidation, the separate existence of Adelphia Cablevision shall cease and Adelphia Consolidation shall continue as the surviving limited liability company under the laws of the State of Delaware (the "Surviving LLC").

SECTION 1.3. Effect of Merger. From and after the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of Adelphia Cablevision shall vest in the Surviving LLC, and,

subject to the Plan, all debts, liabilities and duties of Adelphia Cablevision shall become the debts, liabilities and duties of the Surviving LLC.

## ARTICLE II.

### CONSTITUENT ENTITIES, LIMITED LIABILITY COMPANY AGREEMENT, OFFICERS, MEMBERS AND MEMBERSHIP INTERESTS

SECTION 2.1. Name of Surviving Entity. The name of the surviving entity of the Merger shall be "Adelphia Consolidation, LLC".

SECTION 2.2. Limited Liability Company Agreement of the Surviving LLC. The Limited Liability Company Agreement of Adelphia Consolidation, as amended and as in effect immediately prior to the Effective Time, shall be the Limited Liability Company Agreement of the Surviving LLC until duly amended as provided therein or by applicable law.

SECTION 2.3. Officers of the Surviving LLC. At the Effective Time, the current officers, if any, of Adelphia Consolidation shall, subject to the applicable provisions of the Limited Liability Company Agreement of the Surviving LLC, be the officers of the Surviving LLC until their respective successors shall be duly elected or appointed and qualified, if any.

SECTION 2.4. Effect of Merger on Membership Interests. At the Effective Time, all membership interests of Adelphia Cablevision shall be canceled and extinguished, and the only membership interests in the Surviving LLC shall be the membership interests in Adelphia Consolidation existing at the Effective Time.

## ARTICLE III.

### MISCELLANEOUS

SECTION 3.1. Further Assurances. From time to time, as and when required by the Surviving LLC or by its successors and assigns, there shall be executed and delivered on behalf of Adelphia Cablevision, as applicable, such deeds and other instruments, and there shall be taken or caused to be taken by the Surviving LLC all such further and other actions as shall be appropriate or necessary in order to vest, perfect or confirm in the Surviving LLC the title to and possession of all property, membership interests, assets, rights, privileges, immunities, powers and authority of Adelphia Cablevision, as applicable, and otherwise to carry out the purposes of this Merger Agreement. The Surviving LLC is fully authorized, on behalf of the Surviving LLC or Adelphia Cablevision, as applicable, to take any and all such actions and to execute and deliver any and all such deeds, documents and other instruments.

SECTION 3.2. Counterparts. This Merger Agreement may be executed in any number of counterparts (including via facsimile), each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

SECTION 3.3. Severability. If any provision of this Merger Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other

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provisions of this Merger Agreement shall not be affected and shall remain in full force and effect.

SECTION 3.4. Governing Law. This Merger Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

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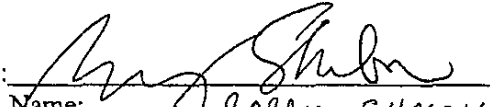
IN WITNESS WHEREOF, the Parties have caused this Merger Agreement to be  
duly executed as of the date first above written.

ADELPHIA CABLEVISION OF WEST PALM  
BEACH II, LLC

By: Adelpnia Consolidation, LLC,  
its Sole Member

By: Quest Turnaround Advisors, LLC,  
as Plan Administrator

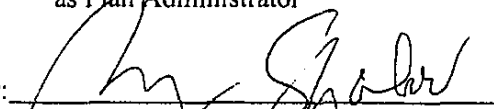
By:

  
Name: Barry Shalov  
Title: MEMBER OF THE COMPANY

ADELPHIA CONSOLIDATION, LLC

By: Quest Turnaround Advisors, LLC,  
as Plan Administrator

By:

  
Name: Barry Shalov  
Title: MEMBER OF THE COMPANY