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13 JUL 26 PM 12:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C. LEWIS

JUL 26 2013

EXAMINER



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 740019 4355598

AUTHORIZATION :

COST LIMIT : \$ 95.00

ORDER DATE : July 26, 2013

ORDER TIME : 10:20 AM

ORDER NO. : 740019-010

CUSTOMER NO: 4355598

ARTICLES OF MERGER

LIBERTY CITY FUNDING
CORPORATION

INTO

COMCAST CABLE COMMUNICATIONS,
LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight

EXAMINER'S INITIALS: _____

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Articles of Merger
For
Florida Profit or Non-Profit Corporation

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
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Liberty City Funding Corporation	Florida F90681	corporation
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Storer Disbursements, Inc.	Florida F82345	corporation
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SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
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Comcast Cable Communications, LLC	Delaware	limited liability company
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THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

August 1, 2013

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

1701 John F. Kennedy Boulevard

Philadelphia, PA 19103-2838

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.



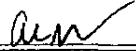
b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

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TALLAHASSEE, FLORIDA

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Storer Disbursements, Inc.		Arthur R. Block, Sr. VP
Liberty City Funding Corporation		Arthur R. Block, Sr. VP
Comcast Cable Communications, LLC		Arthur R. Block, Sr. VP
<hr/>		
		of sole member

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

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TALLAHASSEE, FLORIDA

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Liberty City Funding Corporation	Florida	corporation
Storer Disbursements, Inc.	Florida	corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Comcast Cable Communications, LLC	Delaware	limited liability company

THIRD: The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

Comcast Holdings Corporation, sole member

1701 John F. Kennedy Boulevard

Philadelphia, PA 19103-2838

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

See attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

FILED

13 JUL 26 PM 1:00

**SECRETARY OF STATE
TALLAHASSEE, FLORIDA**

This AGREEMENT AND PLAN OF MERGER was adopted on July 26, 2013, by and between Liberty City Funding Corporation ("LCFC") and Storer Disbursements, Inc. ("Storer"), both Florida corporations (collectively, the "Non-survivors"), by resolutions of their sole director and sole shareholders, and Comcast Cable Communications, LLC, a Delaware limited liability company (the "Survivor"), by resolutions of its sole member. Non-survivors and Survivor are collectively referred to herein as the "Constituent Entities."

WITNESSETH:

WHEREAS, LCFC is a corporation duly organized and existing under the laws of the State of Florida, having been formed on July 14, 1982, and its sole shareholder is Survivor; and

WHEREAS, Storer is a corporation duly organized and existing under the laws of the State of Florida, having been formed on May 21, 1982, and its sole shareholder is Survivor; and

WHEREAS, Comcast Cable Communications, LLC, is a limited liability company duly organized and existing under the laws of the State of Delaware, having been formed on April 4, 1981, and its sole member is Comcast Holdings Corporation, a Pennsylvania corporation; and

WHEREAS, the Constituent Entities have approved this Agreement and Plan of Merger in the manner set forth above and declared it to be in the best interest of the Constituent Entities that Non-survivors and Survivor merge with and into Survivor, with Survivor being the surviving entity (the "Surviving Entity") in the manner and under the terms and conditions hereinafter set forth and pursuant to the applicable provisions of the Florida Business Corporation Act ("FBCA") and the Delaware Limited Liability Company Act ("DLLCA").

NOW, THEREFORE, for the purpose of effecting such merger and prescribing the terms and conditions thereof and in consideration of the mutual covenants and agreements contained herein, the Constituent Entities, each intending to be legally bound, hereby covenant and agree as follows:

- FIRST:** Upon compliance with the applicable provisions of the FBCA and DLLCA, on August 1, 2013 (the "Effective Date"), Non-survivors shall be merged with and into Survivor, with Survivor being the Surviving Entity, and the separate existence of Non-survivors shall thereupon cease (the "Merger").
- SECOND:** The Certificate of Formation of the Survivor as in effect on the Effective Date shall be the present Certificate of Formation of the Surviving Entity.
- THIRD:** The Limited Liability Company Agreement of the Survivor as in effect on the Effective Date shall be the present Limited Liability Company Agreement of the Surviving Entity.
- FOURTH:** The officers of the Survivor in office on the Effective Date shall be the officers of the Surviving Entity, holding offices in the Surviving Entity which they hold in Survivor on the Effective Date, and shall continue until their respective successors have been appointed.

FIFTH: The appropriate officers of Non-survivors and Survivor shall make and execute, under the corporate seals of the respective entities, if applicable, whatever certificates and documents are required by the States of Florida and Delaware to effect the Merger, and to cause the same to be filed, in the manner provided by law, and to do all things whatsoever, whether within or without the States of Florida and Delaware, which may be necessary and proper to effect the Merger. The Merger shall be effective on August 1, 2013.

SIXTH: Effect of Merger:

- a) On the Effective Date, the separate existence of Non-survivors shall cease and Survivor shall continue to exist as the Surviving Entity.
- b) Each share of Non-survivors' stock outstanding on the Effective Date will be canceled and extinguished as a result of the Merger and no new shares, securities, or other consideration shall be issuable with respect thereto.
- c) All assets, properties, real, personal and mixed, and franchises of each of the Constituent Entities, and all debts due on whatever account to any of them, shall be deemed to be transferred to and vested in the Surviving Entity, without further action, and the title to any real estate or any interest therein, vested in any of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger. On the Effective Date, the Surviving Entity shall be responsible for all the liabilities of each of the Constituent Entities. Liens upon the property of the Constituent Entities shall not be impaired by the Merger and any claim existing or action or proceeding pending by or against any of the Constituent Entities may be prosecuted to judgment as if the Merger had not taken place or the Surviving Entity may be proceeded against or substituted in its place.

SEVENTH: If at any time after the date hercof, including after the Effective Date, the Survivor shall determine that any further actions or instruments of conveyance are necessary or desirable in order to vest in and confirm to the Survivor full title to and possession of all the properties, assets, rights, privileges and franchises of Non-survivors, then the persons who were officers and directors of Non-survivors prior to the Merger shall, as such officers and directors, if applicable, take all such actions and execute and deliver all such instruments as the Survivor may so determine to be necessary and desirable.