

P02000115169

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

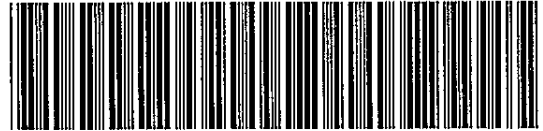
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600031594356

08/02/04 --01015--006 **60.00

[Handwritten signature]

FILED
04 AUG -2 PM 3:02
TALLAHASSEE, FLORIDA
RECEIVED
04 AUG -2 PM 12:57
TALLAHASSEE, FLORIDA

FILED
04 AUG -2 PM 3:02
SEC. OF STATE
TALLAHASSEE, FLORIDA

Holland & Knight LLP
Requester's Name

315 So. Calhoun Street
Address

425-5675
City/State/Zip Phone #

Office Use Only

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

1. TVC Broadcasting of Miami-31, Inc.
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

- ☐ Walk in ☐ Pick up time _____ ☐ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS

- ☐ Profit
☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

AMENDMENTS

- ☐ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☒ Merger

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

Examiner's Initials

FILED
04 AUG -2 PM 3:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
TVC BROADCASTING OF MIAMI - 31, INC.
(a Florida corporation)
WITH AND INTO
TVC BROADCASTING OF MIAMI LLC
(a Delaware limited liability company)

Pursuant to Section 607.1109 of the Florida Statutes, the undersigned hereby certify that:

1. The name and jurisdiction of formation or organization of each of the merging entities are:

(a) TVC Broadcasting of Miami - 31, Inc., a corporation organized under the laws of the State of Florida (the "Corporation");

(b) TVC Broadcasting of Miami LLC, a limited liability company organized under the laws of the State of Delaware (the "Company").

2. A Plan and Agreement of Merger (the "Plan") has been approved, adopted and executed by the Corporation and the Company in accordance with Sections 607.0821, 607.1103 and 607.1108 of the Florida Statutes and Section 18-209 of the Delaware Limited Liability Company Act (6 Del. C. §18-101 et seq.) (the "DLLCA"), pursuant to which the Corporation shall be merged with and into the Company. Written consent and approval have been given by the board of directors of the Corporation and by TVC Broadcasting LLC, a Delaware limited liability company, which is the sole shareholder of the Corporation, in accordance with the provisions of Sections 607.0704, 607.0821, 607.1103 and 607.1108 of the Florida Statutes, and by the Corporation, in its capacity as the sole member of the Company, in accordance with the provisions of Section 18-209 of the DLLCA, and written notice has been waived by the board of directors and the sole shareholder of the Corporation as provided in Sections 607.0823 and 607.0706 of the Florida Statutes, and by the Corporation, in its capacity as the sole member of the Company.

3. The name of the surviving entity is TVC Broadcasting of Miami LLC, a Delaware limited liability company.

4. The merger of the Corporation with and into the Company shall be effective as of the filing of the related Certificate of Merger with the Secretary of State of the State of Delaware and the related Articles of Merger with the Department of State of the State of Florida.

5. The original executed Plan is on file at the place of business of the Company located at 10005 NW 19th Street, Miami, Florida 33172. A copy of the Plan is attached hereto as

Exhibit A. Further, a copy of the Plan will be furnished by the Company, on request and without cost, to any shareholder of the Corporation or any member of the Company.

6. The Certificate of Formation of the Company shall be the Certificate of Formation of the surviving limited liability company.

7. The address of the principal office of the Company under the laws of the State of Delaware is 10005 NW 19th Street, Miami, Florida 33172. The Company is deemed to have appointed the Secretary of State of the State of Florida as its agent to accept service of process in any proceeding to enforce any obligation of the Corporation.

8. The Company has agreed to pay promptly to the dissenting shareholders, if any, of the Corporation, the amount, if any, to which any such dissenting shareholder is entitled under Section 607.1302 of the Florida Statutes as a result of the merger.

[Signatures set forth on following pages.]

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed by their duly authorized representatives as of July 27, 2004.

TVC Broadcasting of Miami LLC

By: 

Name: Jose Ramon Grau-Pelegri
Title: President

TVC Broadcasting of Miami- 31, Inc.

By: 

Name: Jose Ramon Grau-Pelegri
Title: President

EXHIBIT A

**FORM OF
PLAN AND AGREEMENT OF MERGER
BETWEEN
TVC BROADCASTING OF MIAMI LLC, A DELAWARE LIMITED LIABILITY
COMPANY,
AND
TVC BROADCASTING OF MIAMI - 31, INC., A FLORIDA CORPORATION**

This Plan and Agreement of Merger ("Agreement") is entered into as of July 27, 2004, by and between TVC Broadcasting of Miami LLC, a Delaware limited liability company (the "LLC"), and TVC Broadcasting of Miami - 31, Inc., a Florida corporation (the "Corporation").

WITNESSETH:

WHEREAS, the LLC is a limited liability company duly formed and existing under the laws of the State of Delaware;

WHEREAS, the Corporation is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, TVC Broadcasting LLC, a Delaware limited liability company (the "Parent"), is the owner of all of the outstanding capital stock of the Corporation;

WHEREAS, the Corporation is the owner of all of the outstanding membership interests in the LLC;

WHEREAS, the board of directors of the Corporation, and the Parent, in its capacity as sole shareholder of the Corporation, deem it advisable and in the best interests of the Corporation that the Corporation merge with and into the LLC pursuant to the Florida Statutes and the Delaware Limited Liability Company Act (6 Del. C. §18-101 *et seq.*) (the "DLLCA");

WHEREAS, the Corporation, as the sole member of the LLC, deems it advisable and in the best interests of the LLC that the Corporation merge with and into the LLC pursuant to the Florida Statutes and the DLLCA; and

WHEREAS, the LLC and the Corporation have agreed that the Corporation shall merge with and into the LLC upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the Florida Statutes and the DLLCA.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties and representations contained in this Agreement, and in order to consummate the transaction described above, the LLC and the Corporation agree as follows:

1. As of the Effective Date (as defined below), the Corporation shall be merged with and into the LLC upon the terms and conditions of this Agreement, and the LLC shall continue its existence as a limited liability company under the laws of the State of Delaware and shall be the surviving entity (the "Surviving Company"). The registered agent and the address of the registered office of the Surviving Company shall be as appears in the Certificate of Formation of the LLC as on file with the office of the Secretary of State of the State of Delaware on the date of this Agreement. From and after the Effective Date, and until further amended, altered or restated as provided by law, the Certificate of Formation, separate and apart from this Agreement, shall be and may be separately certified as the Certificate of Formation of the Surviving Company.

2. This Agreement was submitted to the Parent, which is the sole shareholder of the Corporation, and to the Corporation, which is the sole member of the LLC, for their consent and approval in accordance with Sections 607.0704, 607.0821, 607.1103 and 607.1108 of the Florida Statutes and Section 18-209 of the DLLCA, and was adopted and approved in accordance with the laws of the States of Delaware and Florida, and this Agreement, the appropriate Articles of Merger and Certificate of Merger, and such other documents as are necessary to consummate the merger of the Corporation with and into the LLC, shall be signed, acknowledged and filed pursuant to the laws of the States of Delaware and Florida.

3. The effective date for all purposes herein of the merger of the Corporation with and into the LLC shall be the first date on which the Articles of Merger shall have been filed with the Department of State of the State of Florida and the Certificate of Merger shall have been filed with the Secretary of State of the State of Delaware (the "Effective Date" of the merger).

4. On the Effective Date, each share of the Corporation's common stock issued and outstanding immediately before the Effective Date, by virtue of the merger of the Corporation with and into the LLC and without any action on the part of the holder of a limited liability company interest of the LLC, shall be cancelled and shall be of no further force or effect and no consideration shall be issued in respect thereof, and the limited liability company interests of the LLC following the Effective Date shall not be affected by the consummation of the transactions contemplated by this Agreement.

5. The LLC and the Corporation shall each take all appropriate action to comply with the applicable laws of the States of Delaware and Florida in connection with the transactions contemplated by this Agreement.

6. Upon the Effective Date, the transfer books of the Corporation shall be closed and no transfer of shares of common stock of the Corporation shall be made or consummated thereafter.

7. Prior to and at the Effective Date, the LLC and the Corporation shall take all action necessary or appropriate in order to effectuate the transactions contemplated by this Agreement. In case at any time after the Effective Date the Surviving Company shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the Surviving Company full title to all properties, assets, rights, privileges and franchises of the Corporation, the officers and directors of the Corporation shall execute and

deliver all instruments and take all action the Surviving Company may determine to be necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

8. At and after the Effective Date, the Surviving Company shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of the Corporation; all debts due to the Corporation of whatever account shall be vested in the Surviving Company; all claims, demands, property, rights, privileges, powers, and franchises of the Corporation shall be effectively the property of the Surviving Company, as they were of the respective entities; the title to any real estate vested by deed or otherwise vested in the Corporation, shall not revert or in any way be impaired by reason of the transactions contemplated by this Agreement, but shall be vested in the Surviving Company; all rights of creditors and all liens upon any property of the Corporation shall be reserved unimpaired, limited in lien to the property affected by such lien as of the Effective Date; and all debts, liabilities, and duties of the Corporation shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

9. The LLC agrees to pay promptly to the dissenting shareholders, if any, of the Corporation, the amount, if any, to which any such dissenting shareholder is entitled under Section 607.1302 of the Florida Statutes as a result of the merger.

10. The name and business address of the entity that will constitute the sole managing member of the Surviving Company on the Effective Date following the consummation of the merger, which will be the "managing member" of the Surviving Company for purposes of the DLLCA, is as follows:

Name: TVC Broadcasting LLC
Business Address: 10005 NW 19th Street
Miami, Florida 33172
Attention: Jose Ramon Grau-Pelegri, President

11. This Agreement embodies the entire agreement between the parties. There have not been and there are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

12. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class postage prepaid, if to the LLC or the Corporation, at 10005 NW 19th Street, Miami, Florida 33172.

13. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon the Corporation and the LLC, and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

[Signatures set forth on following page.]

IN WITNESS WHEREOF, the LLC and the Corporation have signed this Plan and Agreement of Merger on the date first written above.

TVC Broadcasting of Miami - 31, Inc.

By: _____
Name: Jose Ramon Grau-Pelegri
Title: President

TVC Broadcasting of Miami LLC

By: _____
Name: Jose Ramon Grau-Pelegri
Title: President