

Florida Department of State
Division of Corporations
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To:

Division of Corporations
Fax Number : (850) 617-6380

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date of submission 12/26

From:

Account Name : C T CORPORATION SYSTEM
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EFFECTIVE DATE
12/31/12

MERGER OR SHARE EXCHANGE
VENEVISION INTERACTIVE CORPORATION

Certificate of Status	0
Certified Copy	1
Page Count	11
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12 DEC 26 AM 8:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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December 27, 2012

FLORIDA DEPARTMENT OF STATE
Division of Corporations

VENEVISION INTERACTIVE CORPORATION
121 ALHAMBRA PLAZA
SUITE 1400
CORAL GABLES, FL 33134

SUBJECT: VENEVISION INTERACTIVE CORPORATION
REF: P12000079819

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

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Sylvia Gilbert
Regulatory Specialist II

FAX Aud. #: H12000300837
Letter Number: 412A00030337

RE-SUBMIT

Please retain original filing
date of submission 12/24

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: VENEVISION INTERACTIVE CORPORATION

Name of Surviving Party

Please return all correspondence concerning this matter to:

EDUARDO L. HERNANDEZ

Contact Person

c/o FINSER CORPORATION

Firm/Company

121 ALHAMBRA PLAZA, SUITE 1400

Address

CORAL GABLES, FLORIDA 33134

City, State and Zip Code

chernandez@cisneros.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

EDUARDO L. HERNANDEZ

Name of Contact Person

☒ at (305) 442-3405

Area Code and Daytime Telephone Number

☒ Certified Copy (optional) \$8.75

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

EFFECTIVE DATE
12/31/12

FILED
12 DEC 26 AM 8:36
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>
VENEVISION INTERACTIVE CORPORATION	FLORIDA	CORPORATION
VENEVISION MOBILE LLC	FLORIDA	LIMITED LIABILITY COMPANY

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>
VENEVISION INTERACTIVE CORPORATION	FLORIDA	CORPORATION

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:

DECEMBER 31, 2012

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:

NOT APPLICABLE

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.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:

Signature(s):

Typed or Printed
Name of Individual:

VENEVISION INTERACTIVE
CORPORATION

MIGUEL DVORAK
PRESIDENT

VENEVISION MOBILE LLC

VICTOR KONG
VICE PRESIDENT & TREASURER

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

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>
VENEVISION INTERACTIVE CORPORATION	FLORIDA	CORPORATION
VENEVISION MOBILE LLC	FLORIDA	LIMITED LIABILITY COMPANY

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>
VENEVISION INTERACTIVE CORPORATION	FLORIDA	CORPORATION

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

PLEASE REFER TO ATTACHED COPY OF 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:

PLEASE REFER TO ATTACHED COPY OF 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:

PLEASE REFER TO ATTACHED COPY OF 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:

NOT APPLICABLE.

(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:

NOT APPLICABLE.

(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:

PLEASE REFER TO ATTACHED COPY OF AGREEMENT AND PLAN OF MERGER.

(Attach additional sheet if necessary)

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

PLEASE REFER TO ATTACHED COPY OF AGREEMENT AND PLAN OF MERGER.

(Attach additional sheet if necessary)

EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of December 14, 2012 by and between **VENEVISION INTERACTIVE CORPORATION**, a Florida corporation ("Parent" or, after the Effective Time, as defined in Article IV hereof, the "Surviving Entity"), and **VENEVISION MOBILE LLC**, a Florida limited liability company ("Subsidiary").

WITNESSETH:

WHEREAS, Parent is a corporation duly formed and validly existing under the laws of the State of Florida; and

WHEREAS, Subsidiary is a limited liability company duly formed and validly existing under the laws of the State of Florida; and

WHEREAS, one hundred percent (100%) of the limited liability company interest in Subsidiary is owned by Parent; and

WHEREAS, the applicable sections of the 2012 Florida Statutes, Title XXXVI, Chapters 607 and 608 (collectively, the "Florida Laws"), permit a limited liability company formed and existing under the laws of the State of Florida to merge with and into a corporation also formed and existing under the laws of the State of Florida; and

WHEREAS, (i) the Board of Directors of Parent, and CIG INVESTMENTS LLC, a Delaware limited liability company ("CIG INVESTMENTS"), in its capacity as sole shareholder of Parent and (ii) the Board of Directors of Subsidiary, and Parent, in its capacity as sole member of Subsidiary, have duly authorized the merger of Subsidiary with and into Parent pursuant to the terms of this Agreement; and

WHEREAS, all other conditions precedent to the merger of Subsidiary with and into Parent have been, or prior to the Effective Time will be, satisfied or validly waived.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed that, in accordance with the applicable provisions of the Florida Laws, Subsidiary shall be, and hereby is, at the Effective Time, merged with and into Parent (the "Merger"), with Parent to be the Surviving Entity. The mode of carrying the Merger into effect shall be as follows:

ARTICLE I **MERGER**

At the Effective Time, Subsidiary shall be merged with and into Parent, the separate existence of Subsidiary shall cease, Parent shall continue in existence and the Merger shall in all respects have the effects provided for by the Florida Laws. Without limitation of the foregoing, pursuant to the Florida Laws, all of the rights, privileges and powers of Subsidiary, and all property, real, personal and mixed, and all debts due to Subsidiary, as well as all other things and causes of action belonging to Subsidiary, shall be vested in Parent, and shall thereafter be the property of Parent as they were of Subsidiary, and all rights of creditors and all liens upon any property of Subsidiary shall be preserved unimpaired, and all debts, liabilities and duties of Subsidiary shall thenceforth attach to Parent, and may be enforced against Parent to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

Prior to the Effective Time, Parent and Subsidiary shall take all such action as shall be necessary or appropriate in order to effectuate the Merger. If at any time after the Effective Time, Parent shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to carry out the provisions hereof, the proper

members, directors, officers or other agents of Subsidiary acting in the name of Subsidiary or acting as authorized agents or attorneys-in-fact for and on behalf of Subsidiary shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all such additional things necessary or proper to carry out the provisions hereof.

ARTICLE II **TERMS OF TRANSACTION**

At the Effective Time, (i) the one hundred percent (100%) membership interest in Subsidiary held by Parent, as sole member of Subsidiary immediately prior to the Effective Time, constituting the one hundred percent (100%) limited liability company interest in Subsidiary shall, by virtue of the Merger and without any action on the part of Parent or Subsidiary, be cancelled; and (ii) the one hundred (100) shares of Parent held by CIG INVESTMENTS, as sole shareholder of Parent immediately prior to the Effective Time, shall, by virtue of the Merger and without any action on the part of Parent or Subsidiary or CIG INVESTMENTS, remain as the shares of the Surviving Entity constituting one hundred percent (100%) of the issued and outstanding shares of the Surviving Entity, and CIG INVESTMENTS, by virtue of the Merger and without any action on the part of Parent, Subsidiary or CIG INVESTMENTS shall continue as the sole shareholder of the Surviving Entity.

ARTICLE III **CERTIFICATE OF INCORPORATION AND** **BY-LAWS**

From and after the Effective Time, and until thereafter amended as provided by law or by the terms thereof, the Certificate of Incorporation and the By-Laws of Parent as in effect immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the members or Board of Directors of Parent, shall be the Certificate of Incorporation and By-Laws of the Surviving Entity.

ARTICLE IV
EFFECTIVE TIME

A certificate of merger evidencing the Merger (the "Certificate of Merger") shall be filed with the Secretary of State of the State of Florida (the "Secretary of State") pursuant to the Florida Laws and shall specify that the Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State or such later time as is set forth in the Certificate of Merger (such time of effectiveness, the "Effective Time").

ARTICLE V
TERMINATION

At any time prior to the Effective Time, (i) the Board of Directors of Subsidiary or (ii) the Board of Directors of Parent may terminate and abandon this Agreement.

ARTICLE VI
AMENDMENTS

At any time prior to the Effective Time, (i) the Board of Directors of Subsidiary and (ii) the Board of Directors of Parent may, to the fullest extent permitted by law, amend, modify or supplement this Agreement in such manner as they mutually may determine.

ARTICLE VII
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

ARTICLE VIII
MISCELLANEOUS

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement
and Plan of Merger as of the day and year first written above.

**VENEVISION INTERACTIVE
CORPORATION**

By: 

Name: Miguel Dvorak

Title: President

VENEVISION MOBILE LLC

By: 

Name: Victor Kong

Title: Vice President and Treasurer

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