

P9 3000002088

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

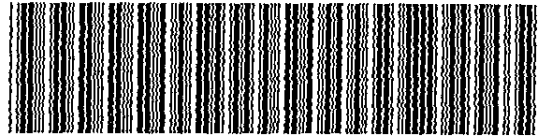
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



700020880227

06/23/03--01121--003 **175.00

FILED

03 JUN 23 PM 2:27

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

6/25
ac merger

GUTTENMACHER & BOHATCH, P.A.

ATTORNEYS AT LAW

JOHN S. BOHATCH
EDWARD P. GUTTENMACHER

SAIDY M. BARINAGA-BURCH*
RANI NEWMAN MATHURA*
SYLVIA M. URRECHAGA°

PRACTICE LIMITED TO
PROBATE, ESTATE PLANNING,
BUSINESS PLANNING & TAXATION

*LL.M. ESTATE PLANNING
°CERTIFIED PUBLIC ACCOUNTANT

PENTHOUSE EIGHT
DOUGLAS CENTRE
2600 DOUGLAS ROAD
CORAL GABLES, FLORIDA 33134

TELEPHONE (305) 442-4911
TELEFAX (305) 442-0911
E-MAIL Law@GBTaxLaw.com

KEY WEST OFFICE
2647 GULFVIEW DRIVE
KEY WEST, FLORIDA 33040

TELEPHONE (305) 294-1521
TELEFAX (305) 292-4016

OF COUNSEL
GUIDO A. AGUILERA

June 16, 2003

CERTIFIED MAIL **RETURN RECEIPT**

Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

Re: **Merger of JFL INVESTMENTS, INC. with and into FENIX
BROADCASTING, CORP. as the Surviving Company**

**Merger of WRHC MANAGEMENT CORPORATION with and into WRHC
BROADCASTING, CORP. as the Surviving Company**

Gentlemen/Ladies:

Enclosed you will find the following documents:

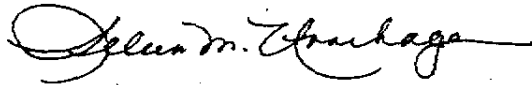
- Original Articles of Merger of FENIX BROADCASTING, CORP. and JFL INVESTMENTS, INC. effective as of June 30, 2003,
- Original Articles of Merger of WRHC BROADCASTING, CORP. and WRHC MANAGEMENT CORPORATION effective as of June 30, 2003,
- Copy of the Plan of Merger of JFL INVESTMENTS, Inc with and into FENIX BROADCASTING, CORP. as the Surviving Company effective as of June 30, 2003 and,
- Copy of the Plan of Merger of WRHC MANAGEMENT CORPORATION with and into WRHC BROADCASTING, CORP. as the Surviving Company effective as of June 30, 2003.

Also enclosed is a check for \$ 175.00 that includes the payment of \$ 35.00 for each of the parties to the Mergers (4 parties in total for a charge of \$ 140.00) and \$ 8.75 for a certified copy of each document (4 documents in total for a charge of \$ 35.00).

Department of State
Division of Corporations
June 16, 2003
Page - 2 -

Should you have any questions, please do not hesitate to contact me at my Coral Gables office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sylvia M. Urrechaga".

Sylvia M. Urrechaga

SMU/mlr
Enclosures

cc: Mrs. Ana M. Vidal

**ARTICLES OF MERGER OF
WRHC BROADCASTING CORP. AND
WRHC MANGEMENT CORPORATION**

The undersigned, being the President of **WRHC BROADCASTING CORP.**, a Florida corporation (the "Surviving Company"), and the President of **WRHC MANAGEMENT CORPORATION**, a Florida corporation, the company being merged (the "Merging Company"), for the purpose of merging the aforesaid companies, hereby certify:

1. The exact name, street address of its principal office, jurisdiction, and entity type of the Merging Company is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
WRHC Management Corporation 330 SW 27 th Avenue, Apt 207 Miami, FL 33135	Florida	S corporation

2. The exact name, street address of its principal office, jurisdiction, and entity type of the Surviving Company, is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
WRHC Broadcasting Corp. 330 SW 27 th Avenue, Apt 207 Miami, FL 33135	Florida	S corporation

The name and street address of the Shareholder of the Surviving Company is:

WRHC Management Corporation
330 SW 27th Avenue, Apt 207
Miami, FL 33135

3. These Articles of Merger are being filed pursuant to a plan of merger (the "Plan"), which is attached hereto and made a part hereof;
4. The Articles of Incorporation of the Surviving Company were filed with the Department of State, Divisions of Corporations in the State of Florida on January 5, 1993;
5. The Articles of Incorporation of the Merging Company were filed with the Department of State, Divisions of Corporations in the State of Florida on May 8, 1992;
6. These Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105 of the Florida Statutes;

03 JUN 23 PM 2:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

7. The attached Plan meets the requirements of section 607.1101 of the Florida Statutes, and was duly approved by the shareholders of each constituent company respectively, in compliance with Chapter 607 of the Florida Statutes.
8. These Articles of Merger may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts will be construed together and will constitute one (1) agreement.
9. The merger shall become effective as of the date the Articles of Merger are filed with the Florida Department of State or on June 30, 2003, whichever is later.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger this 13 day of June, 2003.

WRHC BROADCASTING CORP., the Surviving Company

Jorge Rodriguez, President

WRHC MANAGEMENT CORPORATION, the Merging Company

Jorge Rodriguez, President

PLAN AND AGREEMENT OF REORGANIZATION

By Merger of

WRHC MANAGEMENT CORPORATION

With and Into

WRHC BROADCASTING CORP.

As the Surviving Company

This Plan and Agreement of Merger (hereinafter referred to as the "Agreement") is made this 13 day of June, 2003, by and between **WRHC MANAGEMENT CORPORATION**, a Florida corporation (hereinafter referred to as the "Merging Company"), and **WRHC BROADCASTING CORP.**, a Florida corporation (hereinafter referred to as the "Surviving Company"). The Merging and Surviving Companies are sometimes referred to in this Agreement as the "Constituent Companies."

WITNESSETH

WHEREAS, the principal and registered office of the Surviving Company is 330 SW 27th Avenue, Apt 207, Miami, FL 33135 and is duly recorded since January 5, 1993; its Registered Agent is Ana Vidal Rodriguez, 330 SW 27th Avenue, Apt 207, Miami, FL 33135; and

WHEREAS, the principal and registered office of the Merging Company is 330 SW 27th Avenue, Apt 207, Miami, FL 33135 and is duly recorded since May 8, 1992; its Registered Agent is Ana Vidal Rodriguez, 330 SW 27th Avenue, Apt 207, Miami, FL 33135; and

WHEREAS, the aggregate number of shares that the Merging Company is authorized to issue is 500 common shares at \$1.00 par value, of which 45 shares are issued and outstanding and are owned legally and beneficially by Jorge Rodriguez and Ana Vidal Rodriguez, his wife, as tenants by the entireties; and

WHEREAS, the Directors and shareholders of the Constituent Companies deem it advisable and to the advantage of the Companies and the shareholders of both companies that the Merging Company be merged into the Surviving Company on the terms and conditions provided in this Agreement, and in accordance with the laws of the State of Florida;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the Constituent Companies have agreed and do hereby agree to merge in accordance with the applicable provisions of the laws of the State of Florida on the terms and conditions stated below.

**ARTICLE 1
PLAN OF MERGER**

Plan Adopted

1.01. A plan of merger of **WRHC MANAGEMENT CORPORATION** and **WRHC BROADCASTING CORP.**, is adopted as follows:

a) **WRHC MANAGEMENT CORPORATION** shall be merged with and into **WRHC BROADCASTING CORP.**, to exist and be governed by the laws of the State of Florida.

b) The name of the Surviving Company shall be **WRHC BROADCASTING CORP.**

c) When this agreement shall become effective, the separate corporate existence of **WRHC MANAGEMENT CORPORATION** shall cease (except as otherwise provided for specific purposes as provided by the laws of the State of Florida), and the Surviving Company shall succeed, without other transfer, to all the rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and property, both of a public and private nature, whether real, personal or mixed, of **WRHC MANAGEMENT CORPORATION** and shall be subject to all the restrictions, disabilities, duties, debts and liabilities of the Merging Company in the same manner as if the Surviving Company had itself incurred them. All rights of creditors and all liens on the property of each Constituent Company shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

d) The Surviving Company will carry on business with the assets of **WRHC MANAGEMENT CORPORATION**, as well as with the assets of **WRHC BROADCASTING CORP.**

e) The shareholders of **WRHC MANAGEMENT CORPORATION** will surrender all of their shares in the manner hereinafter set forth.

f) The Articles of Incorporation of **WRHC BROADCASTING CORP.**, as existing on the effective date of the merger, shall continue in full force and effect as the Articles of Incorporation of the Surviving Company until altered, amended, or repealed as provided in the Articles or as provided by law.

Effective Date

1.02. The effective date of the merger (hereinafter referred to as the "Effective Date") shall be when this Agreement has been adopted by the vote of the holders of the capital stock of each of the Companies hereto, in accordance with the requirements of the laws of the State of Florida and that fact has been certified by the Secretary or Assistant of each of the Companies and when the Articles of Merger are filed with the State of Florida.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF CONSTITUENT COMPANIES

Nonsurvivor

2.01. As a material inducement to the Surviving Company to execute this Agreement and perform its obligations under this Agreement, **WRHC MANAGEMENT CORPORATION** represents and warrants to the Surviving Company as follows:

a) **WRHC MANAGEMENT CORPORATION** is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. **WRHC MANAGEMENT CORPORATION** is qualified to transact business as a corporation and is in good standing in the State of Florida.

b) **WRHC MANAGEMENT CORPORATION** has authorized capitalization of \$500.00, consisting of 500 shares of common stock, each of \$1.00 par value, of which 45 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

c) All required tax returns of **WRHC MANAGEMENT CORPORATION**, if any, have been accurately prepared and duly and timely filed, and all taxes required to be paid with respect to the periods covered by the returns have been paid. **WRHC MANAGEMENT CORPORATION** has not been delinquent in the payment of any tax or assessment.

Survivor

2.02. As a material inducement to **WRHC MANAGEMENT CORPORATION** to execute this Agreement and perform its obligations under this Agreement, **WRHC BROADCASTING CORP.** represents and warrants to **WRHC MANAGEMENT CORPORATION** as follows:

a) **WRHC BROADCASTING CORP.** is a Florida corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with power and authority to own property and carry on its business as it is now being conducted. **WRHC BROADCASTING CORP.** is qualified to transact business as a corporation and is in good standing in the State of Florida.

b) **WRHC BROADCASTING CORP.** has common stock Shares. As of the date of this Agreement, 60 Shares are validly issued and outstanding, fully paid, and nonassessable.

Securities Law

2.03. The Constituent Companies will mutually arrange for and manage all necessary procedures under the requirements of any and all applicable securities laws and the related

supervisory commissions, if any, to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

ARTICLE 3

COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the Constituent Companies will carry on their businesses in substantially the same manner as before and will use their best efforts to maintain their business organization intact, to retain their present employees, if any, and to maintain their relationships with suppliers and other business contacts, if any. Except with the prior consent of **WRHC BROADCASTING CORP.**, pending consummation of the merger, **WRHC MANAGEMENT CORPORATION** shall not:

- a) Declare or pay any dividend or make any other distribution on its shares.
- b) Create or issue any indebtedness for borrowed money.
- c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholders

3.02. This Agreement shall be submitted to the shareholders of **WRHC MANAGEMENT CORPORATION** for approval in the manner provided by the laws of the State of Florida. This Agreement shall also be submitted to the shareholders of **WRHC BROADCASTING CORP.** for approval in the manner provided by the laws of the State of Florida.

Conditions Precedent to obligations of WRHC MANAGEMENT CORPORATION

3.03. Except as may be expressly waived in writing by **WRHC MANAGEMENT CORPORATION**, all of the obligations of **WRHC MANAGEMENT CORPORATION** under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by **WRHC BROADCASTING CORP.**:

- a) The representations and warranties made by **WRHC BROADCASTING CORP.** to **WRHC MANAGEMENT CORPORATION** in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If **WRHC BROADCASTING CORP.** shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to **WRHC MANAGEMENT CORPORATION** and shall either correct the error,

misstatement, or omission or obtain a written waiver from **WRHC MANAGEMENT CORPORATION**

b) **WRHC BROADCASTING CORP.** shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

c) **WRHC BROADCASTING CORP.** shall have delivered to **WRHC MANAGEMENT CORPORATION** a certificate dated the Effective Date executed in its name by its President, certifying to the effect that:

1) **WRHC BROADCASTING CORP.** is a Florida corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full power and authority to carry on the business in which it is engaged, and is legally qualified to do business as a Florida corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of **WRHC MANAGEMENT CORPORATION**.

2) The execution, the delivery, and the performance of this Agreement by **WRHC BROADCASTING CORP.** has been duly authorized and approved by requisite company action of **WRHC BROADCASTING CORP.**

3) This Agreement and the instruments delivered to **WRHC MANAGEMENT CORPORATION** under this Agreement have been duly and validly executed and delivered by **WRHC BROADCASTING CORP.** and constitute the valid and binding obligations of **WRHC BROADCASTING CORP.**, enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

d) **WRHC BROADCASTING CORP.** shall have delivered to **WRHC MANAGEMENT CORPORATION** a certificate dated the Effective Date executed in its name by its President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.

e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to retain or prohibit the carrying out of the transactions contemplated by this Agreement.

f) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for **WRHC MANAGEMENT CORPORATION**

Conditions Precedent to Obligations of WRHC BROADCASTING CORP.

3.04. Except as may be expressly waived in writing by **WRHC BROADCASTING CORP.**, all of the obligations of **WRHC BROADCASTING CORP.** under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by **WRHC MANAGEMENT CORPORATION**:

a) The representations and warranties made by **WRHC MANAGEMENT CORPORATION** to **WRHC BROADCASTING CORP.** in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If **WRHC MANAGEMENT CORPORATION** shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to **WRHC BROADCASTING CORP.** and shall either correct the error, misstatement, or omission or obtain a written waiver from **WRHC BROADCASTING CORP.**

b) **WRHC MANAGEMENT CORPORATION** shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

c) **WRHC MANAGEMENT CORPORATION** shall have delivered to **WRHC BROADCASTING CORP.** a certificate dated the Effective Date executed in its name by its President, certifying to the effect that:

1) **WRHC MANAGEMENT CORPORATION** is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full power and authority to carry on the business in which it is engaged, and is legally qualified to do business as a Florida corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of **WRHC BROADCASTING CORP.** and that **WRHC MANAGEMENT CORPORATION** has no subsidiaries.

2) The execution, the delivery, and the performance of this Agreement by **WRHC MANAGEMENT CORPORATION** has been duly authorized and approved by requisite company action of **WRHC MANAGEMENT CORPORATION**

3) This Agreement and the instruments delivered to **WRHC BROADCASTING CORP.** under this Agreement have been duly and validly executed and delivered by **WRHC MANAGEMENT CORPORATION** and constitute the valid and binding obligations of **WRHC MANAGEMENT CORPORATION**, enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

d) **WRHC MANAGEMENT CORPORATION** shall have delivered to **WRHC BROADCASTING CORP.** a certificate dated the Effective Date executed in its name by

its President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.04.

e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to retain or prohibit the carrying out of the transactions contemplated by this Agreement.

f) Each stockholder shall have delivered a letter to **WRHC BROADCASTING CORP.** containing the indemnity agreement and other provisions prescribed in Paragraph 7.02 of this Agreement.

ARTICLE 4 MANNER OF CONVERTING SHARES

Manner

4.01. The holder of shares of **WRHC MANAGEMENT CORPORATION** shall surrender all of its shares to the President of the Surviving Company promptly after the Effective Date. The surrendered shares shall be canceled and extinguished and be converted into and become a right to receive pro rata shares of **WRHC BROADCASTING CORP.**

Shares of Survivor

4.02. The currently outstanding Shares of **WRHC BROADCASTING CORP.** shall be canceled.

ARTICLE 5 DIRECTORS AND OFFICERS

Manager and Officers of Survivor

5.01. (a) The present President of **WRHC BROADCASTING CORP.** shall continue to serve as the President of the Surviving Company until the next annual meeting or until his successors have been elected.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Company on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided by the bylaws of the Surviving Company.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of **WRHC BROADCASTING CORP.** shall remain as officers of the Surviving Company until the Board of Directors of the Surviving Company shall determine otherwise. The Board of Directors of the Surviving Company may elect or appoint additional officers as it deems necessary.

ARTICLE 6 BYLAWS

Bylaws of Survivor

6.01. The Bylaws of **WRHC BROADCASTING CORP.**, as existing on the Effective Date of the merger, shall continue in full force and effect as the Bylaws of the Surviving Company until altered, amended, or repealed as provided in the Bylaws or as provided by law.

ARTICLE 7 NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION, AND EXPENSES OF NONSURVIVOR

Nature and Survival of Representations and Warranties

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of **WRHC MANAGEMENT CORPORATION, WRHC BROADCASTING CORP.**, or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under the Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the Constituent Companies or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

Indemnification

7.02. **WRHC MANAGEMENT CORPORATION** agrees that on or prior to the Effective Date it shall obtain from the stockholders an agreement under which the stockholders shall indemnify and hold harmless **WRHC BROADCASTING CORP.** against and in respect of all damages (as defined in this paragraph) in excess of \$5,000.00 in the aggregate. Damages, as used in this paragraph, shall include any claim, action, demand, loss, cost, expense, liability, penalty, and other damage, including without limitation, counsel fees and other costs and expenses incurred in investigating, in attempting to avoid damages or to oppose the imposition of damages, or in enforcing this indemnity, resulting to **WRHC BROADCASTING CORP.** from (i) any inaccurate representation made by or on behalf of **WRHC MANAGEMENT CORPORATION** or its stockholders in or pursuant to this Agreement; (ii) breach of any of the warranties made by or on behalf of **WRHC MANAGEMENT CORPORATION** or the stockholders, in or pursuant this Agreement; (iii) breach or default in the performance by **WRHC MANAGEMENT CORPORATION** of any of the obligations to be performed by it under this Agreement; or (iv) breach or default in the performance by the stockholders of any of the obligations to be performed by them under any agreement delivered by them to **WRHC BROADCASTING CORP.** pursuant to this Agreement. The stockholders shall reimburse **WRHC BROADCASTING CORP.** on

demand for any payment made or for any loss suffered by **WRHC BROADCASTING CORP.** at any time after the Effective Date, based on the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands, or actions, in respect of any damages specified by the foregoing indemnity. The stockholders shall satisfy their obligations to **WRHC BROADCASTING CORP.** by the payment of cash on demand. The stockholders shall have the opportunity to defend any claim, action, or demand asserted against **WRHC BROADCASTING CORP.** for which **WRHC BROADCASTING CORP.** claims indemnity against the stockholders; provided that (i) the defense is conducted by reputable counsel approved by **WRHC BROADCASTING CORP.**, which approval shall not be unreasonably withhold; (ii) the defense is expressly assumed in writing within ten days after written notice of the claim, action, or demand is given to the stockholders; and (iii) counsel for **WRHC BROADCASTING CORP.** may participate at all times and in all proceedings (formal and informal) relating to the defense, compromise, and settlement of the claim, action, or demand, at the expense of **WRHC BROADCASTING CORP.**

Expenses

7.03. **WRHC MANAGEMENT CORPORATION** will cause the stockholders to pay all expenses in excess of \$5,000.00 incurred by **WRHC MANAGEMENT CORPORATION** in connection with and arising out of this Agreement and the transactions contemplated by this Agreement, including without limitation all fees and expenses of **WRHC MANAGEMENT CORPORATION** counsel and accountants (none of which shall be charged to **WRHC MANAGEMENT CORPORATION**). If the transactions contemplated by this Agreement are not consummated, either **WRHC MANAGEMENT CORPORATION** or the stockholders shall pay such expenses of **WRHC MANAGEMENT CORPORATION** as the stockholders and **WRHC MANAGEMENT CORPORATION** may then determine. **WRHC BROADCASTING CORP.** shall bear those expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement.

ARTICLE 8 TERMINATION

Circumstances

8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the Effective Date, notwithstanding the approval of the shareholders of the Constituent Companies:

- (a) By mutual consent of the Board of Directors of the Constituent Companies.
- (b) At the election of the Board of Directors of either Constituent Companies if:

(1) The number of shareholders of either Constituent Company, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against either Constituent Company, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either Constituent Company.

Notice of and Liability on Termination

8.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President of either Constituent Company whose Board of Director has made the election shall give immediate written notice of the election to the other Constituent Company.

(b) On the giving of notice as provided in Subparagraph (a) of this Paragraph 8.02, this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either Constituent Company as a result of the termination and abandonment.

ARTICLE 9 INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01. **WRHC MANAGEMENT CORPORATION** agrees that from time to time, as and when requested by the Surviving Company or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. **WRHC MANAGEMENT CORPORATION** further agrees to take or cause to be taken any further or other actions as the Surviving Company may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Company title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the postal service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(a) In the case of **WRHC MANAGEMENT CORPORATION**, to:

Jorge Rodriguez, President
330 SW 27th Avenue, Apt 207
Miami, FL 33135

or to such other person or address as **WRHC MANAGEMENT CORPORATION** may from time to time request in writing.

(b) In the case of **WRHC BROADCASTING CORP.**, to:

Jorge Rodriguez, President
330 SW 27th Avenue, Apt 207
Miami, FL 33135

or to such other person or address as **WRHC BROADCASTING CORP.** may from time to time request in writing.

Entire Agreement; Counterparts

9.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the Constituent Companies with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

9.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

[Remainder of page intentionally left blank – Execution page follows]

IN WITNESS WHEREOF, this Agreement was executed on 13 day of June,
2003.

WRHC MANAGEMENT CORPORATION,
a Florida Corporation

Jorge Rodriguez, President

WRHC BROADCASTING CORP.,
a Florida Corporation

Jorge Rodriguez, President