

V04047

Florida Department of State
Division of Corporations
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RESUBMIT
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MERGER OR SHARE EXCHANGE

Telcove of Florida, Inc.

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August 31, 2007

FLORIDA DEPARTMENT OF STATE
Division of Corporations

TELCOVE OF FLORIDA, INC.
1025 ELDORADO BLVD.
BROOMFIELD, CO 80021US

SUBJECT: TELCOVE OF FLORIDA, INC.
REF: V04047

RESUBMIT
Please give original
submission date as file date

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

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

If shareholder approval was not required, a statement to that effect must be contained in the merger for each applicable corporation.

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Annette Ramsey
Document Specialist

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Letter Number: 307A00052433

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TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
OF
TELCOVE OF JACKSONVILLE, INC.
WITH AND INTO
TELCOVE OF FLORIDA, INC.**

TelCove of Florida, Inc., a Florida corporation, ("Florida") for the purpose of merging with TelCove of Jacksonville Inc., a Florida corporation ("Jacksonville") pursuant to Section 607.1101 of the Florida Business Corporation Act (the "FBCA"), DOES HEREBY CERTIFY:

FIRST: That the name and jurisdiction of organization of each of the constituent corporations of the merger is as follows:

<u>NAME</u>	<u>STATE OF ORGANIZATION</u>
TelCove of Jacksonville, Inc	Florida
TelCove of Florida, Inc	Florida

(each a "Constituent Corporation" and collectively the "Constituent Corporations").

SECOND: The Plan of Merger by and between Jacksonville and Florida has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations (the "Merger Agreement") on August 31, 2007.

THIRD: TelCove of Florida, Inc. shall be the surviving corporation of the merger (the "Surviving Corporation").

FOURTH: The articles of incorporation of TelCove of Florida, Inc. shall be the articles of incorporation of the Surviving Corporation.


FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Corporation, the address of which is 1025 Eldorado Boulevard, Broomfield, Colorado 80021.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any Constituent Corporation.

SEVENTH: The merger is to become effective on filing of this Certificate of Merger.

IN WITNESS WHEREOF, TelCove of Florida, Inc. has caused this Articles of Merger to be executed on this the 31st day of August, 2007.

TelCove of Florida, Inc.

By: 
Name: Neil J. Berkstein
Title: SVP, Assistant Secretary

PLAN OF MERGER

between

TELCOVE OF JACKSONVILLE, INC.

AND

TELCOVE OF FLORIDA, INC.

THIS PLAN OF MERGER (the "Agreement"), dated as of August 31, 2007, by and between TelCove of Jacksonville, Inc., a Florida corporation ("Jacksonville"), TelCove of Florida, Inc., a Florida corporation ("Florida") and TelCove Investment, LLC, a Delaware limited liability company ("Investment"), pursuant to Section 601.1101 of the Florida Business Corporation Act (the "FBCA").

WITNESSETH:

WHEREAS, each of Jacksonville and Florida is a corporation organized under the laws of the State of Florida;

WHEREAS, Investment is a limited liability company organized under the laws of the State of Delaware;

WHEREAS, Investment and Florida are the sole shareholders of Jacksonville;

WHEREAS, each of Investment and Florida has determined that it is advisable and in the best interests of Investment, Florida and Jacksonville, that Jacksonville merge with and into Florida upon the terms and subject to the conditions herein provided;

WHEREAS, Jacksonville has determined that it is advisable and in the best interests of Jacksonville, that Jacksonville merge with and into Florida upon the terms and subject to the conditions herein provided;

WHEREAS, as the sole shareholders of Jacksonville, each of Investment and Florida has duly adopted and approved this Agreement and directed that it be executed by an officer of Jacksonville;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Jacksonville and Florida agree as follows:

AGREEMENT:

1. **Merger.** Upon the filing of a certificate of merger with the Secretary of State of the State of Florida (the "Effective Time"), Jacksonville shall be merged (the "Merger") with and into Florida, and the separate existence of Jacksonville shall thereupon cease, and Florida, as the surviving entity in the Merger (as it shall exist following the Merger, the "Surviving Company"), shall by virtue of the Merger continue its existence under the laws of the State of Florida.

2. **Effective Time.** The parties hereto shall cause the Merger to be consummated by filing Articles of Merger (the "Articles of Merger") with the Secretary of State of the State of Florida in accordance with the relevant provisions of the FBCA.

3. **Effect of the Merger on Jacksonville.** At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the FBCA, this Agreement, and the Articles of Merger. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of Jacksonville and Florida shall vest in the Surviving Entity, and all debts, liabilities, obligations, restrictions and duties of Jacksonville and Florida shall become the debts, liabilities, obligations, restrictions and duties of the Surviving Entity.

4. **Name and Conversion.** The name of the Surviving Company shall be: TelCove of Florida, Inc.

5. **Articles of Incorporation.** The articles of corporation of Florida shall be the certificate of corporation of the Surviving Company after the Effective Time, and thereafter may be amended as provided therein or by law.

6. **Officers and Directors.** The officers of Florida immediately prior to the Effective Time shall be the officers of the Surviving Company and the directors of Florida immediately prior to the Effective Time shall be the directors of the Surviving Company, in each case until their respective successors are duly elected and qualified or until their death, resignation or removal in accordance with the FBCA and the certificate of incorporation of the Surviving Company.

7. **Effect on Capital Stock.** Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any further action on the part of any holder of capital stock of Holdings, all shares of Holding's capital stock issued and outstanding immediately prior to the Effective Time shall cease to be outstanding, shall be cancelled and retired without payment of any consideration therefore and shall cease to exist.

8. **Further Assurances.** From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Jacksonville such deeds and other instruments, and there shall be taken or caused to be taken by the Surviving Company all such further and other actions, as shall be appropriate or necessary in order to vest, perfect or confirm in the Surviving Company the title to and possession of all property, interests, assets, rights, privileges, immunities, powers and authority of Jacksonville, and otherwise to carry out the purposes of this Agreement. The officers of the Surviving Company are fully authorized, on behalf of the Surviving Company and Jacksonville, or any of them, to take any and all such actions and to execute and deliver any and all such deeds, documents and other instruments.

10. **Amendment.** At any time before the Effective Time, this Agreement may be amended, modified or supplemented by the Board of Directors of Jacksonville or Florida, notwithstanding approval of this Agreement by the holders of the capital stock of each of the companies; provided, however, that no such amendment, modification or supplement not approved by the holders of the capital stock in each of the companies may materially adversely affect the benefits intended under this Agreement for the holders of the outstanding capital stock in each of the companies.

11. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida applicable to contracts entered into and to be performed wholly within the State of Florida without regard to principles of conflict of laws.


12. **Severability.** In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect.

13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument.


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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

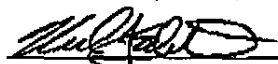
TELCOVE OF FLORIDA, INC.

By: 
Name: Neil J. Eckstein
Title: SVP, Assistant Secretary

TELCOVE OF JACKSONVILLE, INC.

By: 
Name: Neil J. Eckstein
Title: SVP, Assistant Secretary

TELCOVE INVESTMENT, LLC

By: 
Name: Neil J. Eckstein
Title: SVP, Assistant Secretary