

PLAN OF MERGER

This PLAN OF MERGER (this "Plan") is made and entered into as of _____, 2015, by and between South Florida PBS, Inc., a Florida Not For Profit Corporation ("SFPBS"), and WXEL Public Broadcasting Corporation, a Florida Not For Profit Corporation ("WXEL"). SFPBS and WXEL are hereinafter collectively referred to as the "Merging Entities."

WITNESSETH:

WHEREAS, the Merging Entities desire to merge, following which SFPBS shall be the surviving corporation (the "Merger");

WHEREAS, Section 617.1101 of the Florida Statutes permits the Merger of the Merging Entities in the manner provided in this Plan;

WHEREAS, the Board of Directors of SFPBS and the Board of Directors of WXEL deem the consummation of the Merger in the manner contemplated herein advisable, and accordingly have adopted and approved this Plan and have authorized the execution hereof by appropriate corporate action.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth below, the parties agree as follows:

1. **Merging Corporation**. The exact name, jurisdiction, and form / entity type of the "Merging Corporation" to the Merger are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
WXEL Public Broadcasting Corporation	Florida	Not For Profit Corporation

2. **Surviving Corporation**. The exact name, jurisdiction, and form / entity type of the "Surviving Corporation" to the Merger are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
South Florida PBS, Inc.	Florida	Not For Profit Corporation

3. **Terms and Conditions**. The terms and conditions of the Merger (in addition to those set forth elsewhere in this Plan) and the mode of carrying same into effect are as follows:

Upon the filing and approval of the Articles of Merger with the Florida Department of State (the "Effective Time"): (i) WXEL shall be merged with and into SFPBS and SFPBS shall be the surviving entity and shall have all the rights, privileges,

immunities, and powers and shall be subject to all the duties and liabilities of a corporation under the Florida Statutes; (ii) the separate existence of WXEL shall cease; (iii) SFPBS shall thereupon and thereafter possess all the rights and privileges, immunities, and franchises, of a public as well as a private nature, of WXEL; and all property, real, personal, and mixed, and all debts due on whatever account, including all choses in action, and all and every other interest, of or belonging to or due to WXEL shall be taken and deemed to be transferred to and vested in SFPBS without further act or deed; and (iv) all corporate acts, plans, policies, contracts, approvals, and authorizations of WXEL and its respective partners, officers and agents, that were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as of the acts, plans, policies, contracts, approvals and authorizations of WXEL and shall be as effective and binding thereon as the same were with respect to WXEL,

If at any time after the Effective Time, SFPBS shall consider or be advised that any further deeds, assignments or assurances in law or in any other things necessary, desirable or proper to vest, perfect or confirm, of record or otherwise, in SFPBS, the title to any property or rights of WXEL acquired or to be acquired by reason of, or as a result of, the Merger, WXEL (or the proper officers and directors of such) shall execute and deliver such proper deeds, assignments and assurances in law and do all things necessary, desirable or proper to vest, perfect or confirm title to such property or rights in SFPBS and otherwise to carry out the purpose of this Plan.

4. **Articles of Incorporation of SFPBS.** No changes shall occur to the Articles of Incorporation of SFPBS.

5. **Counterparts.** This Plan may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

6. **Capitalized Terms.** Capitalized Terms used and defined in this Plan shall have the meanings assigned to such terms.

7. **Binding Nature.** This Plan shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures appear on following page]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Plan.

MERGING CORPORATION:

WXEL PUBLIC BROADCASTING CORPORATION, a Florida not for profit corporation

By: _____
Name: _____
Title: _____

SURVIVING CORPORATION:

SOUTH FLORIDA PBS, INC., a Florida not for profit corporation

By: _____
Name: _____
Title: _____