Control Number : J604728

# STATE OF GEORGIA

## Secretary of State

**Corporations Division**
**313 West Tower**
**2 Martin Luther King, Jr. Dr.**
**Atlanta, Georgia 30334-1530**

## CERTIFICATE OF MERGER

I, **Brian P. Kemp**, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia Annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of **12/05/2017**. Attached is a true and correct copy of the said filing.

**Surviving Entity:**

TURNER BROADCASTING SYSTEM, INC., a Domestic Profit Corporation

**Nonsurviving Entity/Entities:**

UNIVERSAL WRESTLING CORPORATION, a Domestic Profit Corporation

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **12/05/2017**.

Brian P. Kemp
Secretary of State

# ARTICLES OF MERGER

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SECRETARY OF STATE

## of

## UNIVERSAL WRESTLING CORPORATION

## into

## TURNER BROADCASTING SYSTEM, INC.

Pursuant to Sections 14-2-1104, 14-2-1105 and 14-2-1105.1 of the Business Corporation Code of the State of Georgia, the undersigned corporation executed the following Articles of Merger:

**FIRST:** The name of the surviving corporation is Turner Broadcasting System, Inc., a Georgia corporation, and the name of the corporation being merged into this surviving corporation is Universal Wrestling Corporation, a Georgia corporation.

**SECOND:** The executed plan of merger is on file at the principal place of business of the surviving corporation, which is located at One CNN Center, Atlanta, GA 30303.

**THIRD:** A copy of the plan of merger will be furnished by the surviving corporation, on request and without cost, to any shareholder of any corporation that is a part of the merger.

**FOURTH:** The plan of merger has been approved and adopted by the board of directors of the surviving corporation. Shareholder approval of the surviving corporation or the other corporation involved in the merger was not required.

**FIFTH:** The merger is to become effective upon filing of these Articles of Merger.

**SIXTH:** Turner Broadcasting System, Inc. certifies that a Notice of Merger and publishing fee of $40.00 has been mailed or delivered to an authorized newspaper, as required by law.

IN WITNESS WHEREOF, said corporation has caused these Articles of Merger to be signed by an authorized officer, the 30th day of November 2017.

**TURNER BROADCASTING SYSTEM, INC.**

By: Louise S. Sams

Name: Louise S. Sams

Title: Executive Vice President & Secretary

To Whom It May Concern:

You are requested to publish the following NOTICE OF MERGER once a week for two consecutive weeks commencing within 10 days after the receipt of this request by this newspaper.

NOTICE OF MERGER

Notice is given that articles or a certificate of merger, which will effect a merger by and between Universal Wrestling Corporation, a Georgia corporation, and Turner Broadcasting System, Inc., a Georgia corporation, has been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The name of the surviving corporation in the merger is Turner Broadcasting System, Inc., a corporation incorporated in the State of Georgia. The registered office of such corporation is located at 289 S. Culver Street, Lawrenceville, GA 30046-4805 and its registered agent at such address is CT Corporation System.

Enclosed is a check, draft or money order in the amount of $40.00 in payment of the cost of publishing this notice.

Sincerely,
Assistant Secretary
TURNER BROADCASTING SYSTEM, INC.
One CNN Center
Atlanta, GA 30303

**PLAN OF MERGER**

**of**

**TURNER BROADCASTING SYSTEM, INC.**
(a Georgia corporation)

**and**

**UNIVERSAL WRESTLING CORPORATION**
(a Georgia corporation)

PLAN OF MERGER, dated November __, 2017 (this "Agreement"), between Turner Broadcasting System, Inc., a Georgia corporation (the "Corporation"), and Universal Wrestling Corporation, a Georgia Corporation ("UWC").

WITNESSETH:

WHEREAS, the Corporation desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of UWC by means of a merger of UWC with and into the Corporation;

WHEREAS, subject to the requirements of the Articles of Incorporation of UWC, Section 14-2-1104 of the Georgia Business Corporation Code (the "GBCC") authorizes the merger of a Georgia subsidiary corporation with and into a Georgia parent corporation;

WHEREAS, the Corporation and UWC now desire to merge (the "Merger"), following which the Corporation shall be the surviving entity;

WHEREAS, the Articles of Incorporation and By-laws of the Corporation permit, and resolutions adopted by the Corporation's board of directors authorize and approve, this Agreement and the consummation of the Merger;

WHEREAS, pursuant to Section 14-2-1104 of the GBCC, the authorization and approval of this Agreement and the Merger by the board of directors of UWC, the sole shareholder of UWC or the sole shareholder of the Corporation is not required;

WHEREAS, the Articles of Incorporation and Bylaws of UWC permit this Agreement and the consummation of the Merger;

**NOW THEREFORE, the parties hereto hereby agree as follows:**

ARTICLE I

THE MERGER

SECTION 1.01. The Merger.

(a) Upon satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as the Corporation and UWC shall determine, the Corporation, which shall be the surviving entity, shall merge with UWC and shall file Articles of Merger with the Secretary of State of Georgia substantially in the form of Exhibit I attached hereto (the "Articles of Merger") and make all other filings or recordings required by the GBCC in connection with the Merger. For record keeping purposes, the Merger shall be deemed effective upon the filing of the Articles of Merger with the Secretary of State of Georgia (the "Effective Time").

(b) At the Effective Time, UWC shall be merged with and into the Corporation, whereupon the separate existence of UWC shall cease, and the Corporation shall be the surviving entity of the Merger (the "Surviving Corporation") in accordance with Section 14-2-1104 of the GBCC.

SECTION 1.02. Exchange of Interests. At the Effective Time:

(a) All of the shares of capital stock of the Corporation outstanding immediately prior to the Effective Time shall not be converted or exchanged in any manner, but each said share which is issued as of the Effective Time shall continue to represent one issued share of the Corporation; and

(b) All of the shares of capital stock of UWC outstanding immediately prior to the Effective Time shall be cancelled.

ARTICLE II

THE SURVIVING CORPORATION

SECTION 2.01. Articles of Incorporation and By-laws. The Articles of Incorporation and Bylaws of the Corporation in effect at the Effective Time shall be the Articles of Incorporation and Bylaws of the Surviving Corporation unless and until amended in accordance with their terms and applicable law. The name of the Surviving Corporation shall be Turner Broadcasting System, Inc.

SECTION 2.02. Directors and Officers. From and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with the

Articles of Incorporation and By-laws and applicable law, (i) the directors of the Corporation at the Effective Time shall be the directors of the Surviving Corporation, and (ii) the officers of the Corporation at the Effective Time shall be the officers of the Surviving Corporation.

## ARTICLE III

## TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

SECTION 3.01. Transfer, Conveyance and Assumption. At the Effective Time, the Corporation shall continue in existence as the Surviving Corporation, and without further transfer, succeed to and possess all of the rights, privileges and powers of UWC and all of the assets and property of whatever kind and character of UWC shall vest in the Corporation without further act or deed; thereafter, the Corporation, as the Surviving Corporation, shall be liable for all of the liabilities and obligations of UWC, and any claim or judgment against UWC may be enforced against the Corporation, as the Surviving Corporation, in accordance with Section 14-2-1104 of the GBCC.

SECTION 3.02. Further Assurances. If at any time the Corporation shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Corporation the title to any property or right of UWC, or otherwise to carry out the provisions hereof, the officers of UWC as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Corporation, and otherwise to carry out the provisions hereof.

## ARTICLE IV

## TERMINATION

SECTION 4.01. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

(i) by written consent of the Board of Directors of the Corporation;

(ii) by written consent of the Board of Directors of UWC; or

(iii) by the Board of Directors of the Corporation or UWC, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the Corporation or UWC from consummating the

Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

SECTION 4.02. Effect of Termination. If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. Amendments; No Waivers. (a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective UWC, and only if, such amendment or waiver is in writing and signed by an officer of UWC and by an officer of the Corporation.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 5.02. Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between the Corporation and UWC, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between the Corporation and UWC with respect to the subject matter hereof.

SECTION 5.03. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

SECTION 5.04. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia, without giving effect to principles of conflicts of law.

SECTION 5.05. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

**TURNER BROADCASTING SYSTEM, INC.**

By: ______________________________

Name: Louise S. Sams

Title: Executive Vice President & Secretary

**UNIVERSAL WRESTLING CORPORATION**

By: ______________________________

Name: Louise S. Sams

Title: Executive Vice President & Secretary

**<u>Exhibit I</u>**
**Form of Articles of Merger**

See attached.