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01/23/08--01007--002 **113.75

Effective Date
1/31/08

FILED
08 JAN 23 PM 3:38
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Merger
1/31/08

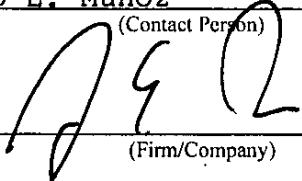
COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Sociedad Interamericana de Prensa, Inc.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Julio E. Munoz
(Contact Person)

(Firm/Company)

1801 SW 3rd Ave, Suite 800
(Address)

Miami, FL 33129
(City/State and Zip Code)

For further information concerning this matter, please call:

Carlos J. Fernandez At (305) 634-2465
(Name of Contact Person) (Area Code & Daytime Telephone Number)

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

(Not for Profit Corporations)

FILED
08 JUN 23 PM 3:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(Attach additional sheets if necessary)

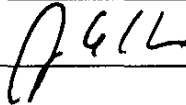
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of the chairman/
vice chairman of the board
or an officer.

Typed or Printed Name of Individual & Title

Julio E. Munoz



Executive Director

See attached copy of agreement and plan of merger

PLAN OF MERGER

The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the **surviving** corporation:

Name

Jurisdiction

The name and jurisdiction of each **merging** corporation:

Name

Jurisdiction

The terms and conditions of the merger are as follows:

A statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger is as follows:

Other provisions relating to the merger are as follows:

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of the 18th day of December, 2006, is entered into by and among IAPA Press Institute, Inc. (formerly, IAPA Technical Center, Inc.), a New York nonstock, not-for-profit corporation having its principal place of business at 1801 SW - 3rd Avenue, Miami, FL 33129 (the "Press Institute"), Inter-American Press Association Scholarship Fund, Inc., a New York nonstock, not-for-profit corporation having its principal place of business at 1801 SW - 3rd Avenue, Miami, FL 33129 (the "Scholarship Fund") and Sociedad Interamericana de Prensa, Inc., a Delaware nonstock corporation also having its principal place of business at 1801 SW - 3rd Avenue, Miami, FL 33129 (the "Surviving Company") (the Press Institute, the Scholarship Fund and the Surviving Company, each a "Constituent Company" and collectively the "Constituent Companies").

WITNESSETH:

WHEREAS, the Press Institute is a nonstock, not-for-profit corporation, which has members and is duly organized and existing under the laws of the State of New York;

WHEREAS, the Scholarship Fund is a nonstock, not-for-profit corporation, which has members and is duly organized and existing under the laws of the State of New York;

WHEREAS, the members of the Press Institute and the Scholarship Fund are identical;

WHEREAS, the Surviving Company is a nonstock, not-for-profit corporation, which is duly organized and existing under the laws of the State of Delaware and which, as of the date of this Agreement and Plan of Merger, has no members;

WHEREAS, the Press Institute and the Scholarship Fund desire to merge into the Surviving Company;

WHEREAS, the Surviving Company desires that the Press Institute and the Scholarship Fund be merged into itself and that the members of the Press Institute and the Scholarship Fund become members of the Surviving Company; and

WHEREAS, the Boards of Directors of each of the Constituent Companies have adopted a resolution approving this Agreement, and the members of each of the Press Institute and the Scholarship Fund have adopted this Agreement, as required by applicable New York and Delaware law.

NOW THEREFORE, in consideration of the foregoing premises and the undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Names. The names of the merging corporations are IAPA Press Institute, Inc., Inter-American Press Association Scholarship Fund, Inc., and Sociedad Interamericana de Prensa, Inc. IAPA Press Institute, Inc., was originally formed under the name "IAPA Technical

AGREEMENT AND PLAN OF MERGER

Center, Inc." The name of the surviving corporation shall be Sociedad Interamericana de Prensa, Inc., which shall be a Delaware corporation.

2. Membership. The respective membership of the Press Institute and the Scholarship Fund, which are identical to each other, shall, without any further action on the part of the members or the Constituent Companies, become the membership of the Surviving Corporation.

3. Merger. The Press Institute and the Scholarship Fund shall be merged into the Surviving Company pursuant to Article 9 of the New York Not-For-Profit Corporation Law and Section 256 of the Delaware General Corporation Law. The Surviving Company shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Delaware. The separate corporate existence of the Press Institute and the Scholarship Fund shall cease forthwith upon the Effective Date (as defined below). The merger of the Press Institute and the Scholarship Fund into the Surviving Company shall herein be referred to as the "Merger." Other than as set forth herein, there shall be no conversion of interest in the Press Institute or the Scholarship Fund into interest in the Surviving Company, and there shall be no consideration paid or delivered by the Press Institute or the Scholarship Fund in exchange for any interest in the Surviving Company.

4. Filing. If this Agreement is not terminated pursuant to Section 13 hereof and if the conditions to Merger set forth in Section 6 have been satisfied, then a Certificate of Merger, executed in accordance with the laws of Delaware, shall be filed with the Delaware Secretary of State, and a Certificate of Merger, executed in accordance with the laws of New York, shall be filed with the New York Department of State, Division of Corporations.

5. Representations and Warranties. Each party represents and warrants to the other parties that (a) it has the corporate power to enter into this Agreement and to carry out its obligations hereunder, (b) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by its Board of Directors and no other corporate proceeding on the part of it is necessary to authorize any of the transactions contemplated hereby, (c) this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with its terms except that (i) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights, and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought, and (d) neither the execution, delivery or performance of this Agreement, nor the consummation of any transactions contemplated hereby (i) will violate or conflict with its Certificate of Incorporation or Bylaws or result in any breach of or default under any provision of any contract or agreement of any kind to which it is a party or by which it is bound or to which the properties or assets of it are subject, or (ii) is prohibited by any statute, law, ordinance, regulation, rule judgment, decree or order of any governmental agency or authority. These representations and warranties shall survive the Merger. In the event that any Constituent Company elects to terminate this Agreement pursuant to Section 13 hereof or elects not to consummate the Merger because one or more of the conditions set forth in Section 6 hereof is not satisfied, none of the parties hereto shall have any further claim against any of the other parties hereto.

AGREEMENT AND PLAN OF MERGER

6. Conditions to Merger. The obligations of the Constituent Companies to consummate the Merger are subject to the fulfillment, on or prior to the date when the Certificate of Merger (with respect to Delaware) and the Certificate of Merger (with respect to New York) are filed with the appropriate state authorities in accordance with Section 4 hereof, of all the following conditions: (a) no regulatory agency or authority, the approval or consent of which is required for the consummation of the Merger or any of the other transactions contemplated herein, shall have refused to give such approval or consent (or shall have conditioned such approval or consent in a manner such that any Constituent Company deems it inadvisable to proceed with the Merger or any of the transactions contemplated herein) or shall be seeking to prevent the consummation of the Merger or any of the transactions contemplated herein, (b) the Constituent Companies shall have received all requisite consents, approvals and agreements of third parties necessary to ensure that neither the Merger nor any transaction contemplated herein violates any provision of any material agreement, instrument, order, judgment or decree to which a Constituent Company is a party or by which any of them or their property may be bound, or shall give rise to any right to accelerate any material indebtedness of a Constituent Company, (c) there shall be no litigation, proceeding or action pending or threatened concerning the Merger that in the judgment of any Constituent Company renders consummation of the Merger inadvisable, (d) the representations and warranties of the Constituent Companies contained herein shall be true in all material respects as of such date, and (e) no Constituent Company shall have terminated this Agreement pursuant to Section 13 hereof. A Constituent Company may, by agreement with the other parties hereto, waive compliance with any of the conditions (other than those required by applicable law) contained in this Section 6.

7. Effective Date. The Merger shall become effective on July 1, 2007, such time and date of effectiveness, the "Effective Date."

8. Succession. On the Effective Date, without further transfer, the Surviving Company shall succeed to and possess all the rights, powers and privileges of the Press Institute and the Scholarship Fund, and all the assets and property of any kind and character of the Press Institute and the Scholarship Fund shall vest in Surviving Company without further act or deed, and all debts, liabilities and obligations (if any) of the Press Institute and the Scholarship Fund shall attach to the Surviving Company and may be enforced against the Surviving Company to the same extent as if said debts, liabilities and obligations had been incurred or contracted by the Surviving Company, and any claim or judgment against the Press Institute or the Scholarship fund may be enforced against Surviving Company. All rights of creditors of the Press Institute and the Scholarship Fund and all liens upon any property of the Press Institute and the Scholarship Fund shall be preserved unimpaired. All corporate acts, policies, resolutions, approvals and authorizations of the Board of Directors, committees elected or appointed by the Board of Directors, officers and agents of the Press Institute and the Scholarship Fund, which were valid and effective immediately prior to the Merger shall be taken for all purposes as the acts, policies, resolutions, approvals and authorizations of the Surviving Company and shall be effective and binding thereon as the same were with respect to the Press Institute and the Scholarship Fund.

9. Certificate of Incorporation and Bylaws. The Certificate of Incorporation of the Surviving Company in effect on the Effective Date shall continue to be, without amendment or change, the Certificate of Incorporation of the Surviving Company until further amended in

AGREEMENT AND PLAN OF MERGER

accordance with the provisions thereof and applicable law. The Bylaws of the Surviving Company in effect on the Effective Date shall continue to be, without amendment or change, the Bylaws of the Surviving Company until amended in accordance with the provisions thereof and applicable law.

10. Service Of Process and Availability of Suit. As required by Section 902(a)(5) of the New York Not-For-Profit Corporation Law (which refers to Section 906(d)(2)(D) of the New York Not-For-Profit Corporation Law), the Surviving Company agrees that it may be served with process in the State of New York in any action or special proceeding for the enforcement of any liability or obligation of any New York domestic corporation or any corporation that is a foreign corporation under New York law, previously amenable to suit in the State of New York, and the Surviving Company agrees that it may be sued in the State of New York in respect of any property transferred or conveyed to it as provided in Section 907(c) of the New York Not-For-Profit Corporation Law, or the use made of such property, or any transaction in connection therewith.

11. Directors and Officers. The members of the Board of Directors and the officers of the Surviving Company on the Effective Date shall constitute the members of the Board of Directors and the officers of the Surviving Company following the Effective Date. Such members of the Board of Directors and officers shall hold their positions until their resignation or removal or election and qualification (with respect to members of the Board of Directors) of their successors in the manner provided in the Articles of Incorporation and Bylaws of the Surviving Company and applicable law.

12. Further Action. From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of the Press Institute and the Scholarship Fund such deeds and other instruments, and there shall be taken or caused to be taken by the Press Institute and the Scholarship Fund such further and other action, as shall be necessary or desirable to vest or perfect in or to confirm of record or otherwise in the Surviving Company the title to and possession of all the rights, powers and privileges of the Press Institute and the Scholarship Fund and all of the assets and property of the Press Institute and the Scholarship Fund, and otherwise to carry into effect the intent of this Agreement, and the officers and directors of the Press Institute and the Scholarship Fund are fully authorized in the name and on behalf of the Press Institute and the Scholarship Fund, respectively, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

13. Abandonment. At any time prior to the Effective Date, this Agreement may be terminated and the Merger may be abandoned by the Board of Directors of any Constituent Company, notwithstanding approval of this Agreement by the Boards of Directors and members of the Press Institute, the Scholarship Fund and the Surviving Company.

14. Amendment. To the extent permissible under applicable law, this Agreement may be amended by the Boards of Directors of the Constituent Companies at any time prior to the Effective Date.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17. Captions. The captions set forth in this Agreement have been inserted for convenience of reference only and are not part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement.

18. Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

19. Entire Agreement. This Agreement contains the entire agreement among the parties hereto with respect to the Merger and supersedes all prior agreements and undertakings thereto.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by a duly authorized representative, as of the date first above written.

LAPA Press Institute, Inc., a New York corporation

By: J E L

Name: JULIO E. MUÑOZ

Title: Executive Director

Inter-American Press Association Scholarship Fund, Inc., a New York corporation

By: J E L

Name: JULIO E. MUÑOZ

Title: EXECUTIVE DIRECTOR

Sociedad Interamericana de Prensa, Inc., a Delaware corporation

By: J E L

Name: JULIO E. MUÑOZ

Title: Executive Director

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
October 24, 2007.

Paul LaPointe

Paul LaPointe
Special Deputy Secretary of State

07102400 0 264

E-12

CERTIFICATE OF MERGER

of

IAPA PRESS INSTITUTE, INC. (a New York corporation)

and

INTER-AMERICAN PRESS ASSOCIATION SCHOLARSHIP FUND, INC. (a New York corporation)

into

SOCIEDAD INTERAMERICANA DE PRENSA, INC., (a Delaware corporation)

UNDER SECTION 906 OF THE NEW YORK

NOT-FOR-PROFIT CORPORATION LAW

To: Department of State, Division of Corporations
41 State Street
Albany, NY 12231

The undersigned corporations, IAPA Press Institute, Inc. (formerly, IAPA Technical Center, Inc.), a New York nonstock, not-for-profit corporation (the "Press Institute"), Inter-American Press Association Scholarship Fund, Inc., a New York nonstock, not-for-profit corporation (the "Scholarship Fund") and Sociedad Interamericana de Prensa, Inc., a Delaware nonstock, not-for-profit corporation, pursuant to Section 906 of the New York Not-for-Profit Law, hereby execute the following Certificate of Merger and set forth:

ONE

A. The names of the constituent corporations are: (a) IAPA Press Institute, Inc., which is a New York nonstock, not-for-profit corporation, Inter-American Press Association Scholarship Fund, Inc., which is a New York nonstock, not-for-profit corporation (together, the "New York Corporations") and (b) Sociedad Interamericana de Prensa, Inc., which is a Delaware nonstock, not-for-profit corporation (the "Delaware Corporation"). IAPA Press Institute, Inc., was formed under the name "IAPA Technical Center, Inc." The name of the surviving corporation shall be Sociedad Interamericana de Prensa, Inc., which shall be a Delaware nonstock, not-for-profit corporation.

The respective membership of the Press Institute and the Scholarship Fund, which are identical to each other, shall become the membership of the Delaware Corporation. Neither the

New York Corporations nor the Delaware Corporation has any holders of any certificates evidencing capital contributions or subventions.

B. The jurisdiction of the surviving corporation -- the Delaware Corporation -- is the State of Delaware. The surviving corporation -- the Delaware Corporation -- was incorporated in the State of Delaware on December 18, 2006. The New York Department of State has not filed an application for authority of the Delaware Corporation to conduct activities in the State of New York, and the Delaware Corporation shall not conduct activities in the State of New York until an application for such authority has been filed by the New York Department of State.

C. The Certificate of Incorporation of the Press Institute was filed by the Secretary of State of New York on September 11, 1957, under the Membership Corporations Law. The Press Institute was formed under the name "IAPA Technical Center, Inc." The Certificate of Incorporation of the Scholarship Fund was filed by the Secretary of State of New York on February 2, 1955, under the Membership Corporations Law. There is no constituent foreign corporation involved in the merger described herein other than the surviving foreign corporation -- the Delaware Corporation.

D. The parties hereto hereby agree that the surviving foreign corporation -- the Delaware Corporation -- may be served with process for the enforcement of any liability or obligation of any domestic corporation, or of any foreign corporation, previously amenable to suit in the State of New York, which is a constituent corporation in the merger described herein, and hereby agrees that the surviving foreign corporation -- the Delaware Corporation -- may be sued in the State of New York in respect of any property transferred or conveyed to it as provided in paragraph (c) of section 907 of the New York Not-for-Profit Law (approval by the New York supreme court), or the use made of such property, or any transaction in connection therewith.

E. The surviving foreign corporation -- the Delaware Corporation -- hereby designates the New York Secretary of State as its agent upon whom service of process against it may be served in the manner set forth in paragraph (b) of Section 306 (service of process) of the New York Not-for-Profit Law, in any action or special proceeding described in Paragraph D hereto. The Secretary of State of New York shall mail a copy of the process in such action or special proceeding to:

Julio E. Muñoz, PhD, Executive Director
Sociedad Interamericana de Prensa, Inc.
1801 SW - 3rd. Avenue, Suite 800
Miami, FL 33129

F. Pursuant to Section 903(a)(3) of the New York Not-For-Profit Corporation Law, member approval of the Agreement and Plan of Merger by the New York Corporations was required. The Board of Directors of the each of the New York Corporations has unanimously adopted the

Agreement and Plan of Merger and submitted it to its respective members for a vote. The Agreement and Plan of Merger was subsequently approved at a meeting of the members of each of the New York Corporations by no less than two-thirds vote as provided in paragraph (c) of section 613 of the New York Not-for-Profit Law.

The merger contemplated here is permitted by the laws of the State of Delaware and is in compliance with such laws. The Board of Directors of the Delaware Corporation has unanimously adopted the Agreement and Plan of Merger.

G. The effective date of the merger contemplated herein shall be upon filing.

TWO

The New York Supreme Court has issued an order approving the Agreement and Plan of Merger and authorizing the filing of this Certificate of Merger. A certified copy of this order is annexed hereto as Attachment A.

IN WITNESS WHEREOF, IAPA Press Institute, Inc. (formerly, IAPA Technical Center, Inc.), a New York nonstock, not-for-profit corporation, Inter-American Press Association Scholarship Fund, Inc., a New York nonstock, not-for-profit corporation, and Sociedad Interamericana de Prensa, Inc., a Delaware nonstock, not-for-profit corporation, have caused this Certificate of Merger to be executed in their respective corporate names this 6 day of August, 2007.

IAPA Press Institute, Inc., a New York nonstock, not-for-profit corporation

By: [Signature]
Name: JULIO E. MUÑOZ
Title: EXECUTIVE DIRECTOR

Inter-American Press Association Scholarship Fund, Inc., a New York nonstock, not-for-profit corporation

By: [Signature]
Name: JULIO E. MUÑOZ
Title: EXECUTIVE DIRECTOR

Sociedad Interamericana de Prensa, Inc., a Delaware corporation

By: [Signature]
Name: JULIO E. MUÑOZ
Title: EXECUTIVE DIRECTOR

STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT
Albany, New York

CONSENT TO FILING WITH THE DEPARTMENT OF STATE
(Consolidation or Merger)

Consent is hereby given to the filing of the annexed

Certificate of Merger

[certificate of consolidation or certificate of merger]

of IAPA PRESS INSTITUTE, INC. and INTER-AMERICAN PRESS ASSOCIATION SCHOLARSHIP FUND, INC.
[name of each constituent entity that is being consolidated or merged]

into SOCIEDAD INTERAMERICANA DE PRENSA, INC.

[name of consolidated or merged entity]

pursuant to the applicable provisions of the Education Law, the Not-for-Profit Corporation Law, the Business Corporation Law, the Limited Liability Company Law or any other applicable statute.

This consent is issued solely for purposes of filing the annexed document by the Department of State and shall not be construed as approval by the Board of Regents, the Commissioner of Education or the State Education Department of the purposes or objects of such entity, nor shall it be construed as giving the officers or agents of such entity the right to use the name of the Board of Regents, the Commissioner of Education, the University of the State of New York or the State Education Department in its publications or advertising matter.



IN WITNESS WHEREOF this instrument is executed and the seal of the State Education Department is affixed.

RICHARD P. MILLS
Commissioner of Education

By:

Howard S. Beyer
Howard S. Beyer

Commissioner's authorized designee

Date

10/19/07

THIS DOCUMENT IS NOT VALID WITHOUT THE SIGNATURE OF THE
COMMISSIONER'S AUTHORIZED DESIGNEE AND THE OFFICIAL SEAL OF THE
STATE EDUCATION DEPARTMENT.

At Epstein motion term of the Supreme Court of the State of New York, held in and for the County of New York, New York on the 25th day of September, 2007.

PRESENT:

MARTIN SCHOENFELD

Id. Hon. _____
Justice

FILED

SEP 26 2007

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

COUNTY CLERK'S OFFICE

-----x
In re IAPA Press Institute, Inc.; Inter-American Press :
Association Scholarship Fund, Inc.; and Sociedad x
Interamericana de Prensa, Inc.
-----x

ORDER PURSUANT TO NEW YORK
SECTION 907 OF THE NEW
YORK NOT-FOR-PROFIT
CORPORATION LAW

INDEX 111818/07

Upon reading the application having been made pursuant to Section 907 of the New York Not-for-Profit Corporation Law jointly by (a) IAPA Press Institute, Inc., a New York nonstock, not-for-profit corporation, and Inter-American Press Association Scholarship Fund, Inc., a not-for-profit corporation (the "New York Corporations"); and (b) Sociedad Interamericana de Prensa, Inc., a Delaware nonstock, not-for-profit corporation (the "Delaware Corporation"; the New York Corporations' and the Delaware Corporation, each a "Petitioner" and collectively, the "Petitioners") and the exhibits thereto, and the Attorney General of the State of New York having waived notice and a hearing and certified no objection to the entry of this order, and the court having given due consideration hereto, and it appearing to the satisfaction of the court that the provisions of Section 907 of the New York Not-for-Profit Corporation Law have been complied with, and that the interests of the constituent corporations and the public interests would not be adversely affected by the merger of the Petitioners;

NOW, upon the application of the Petitioners, by means of an affidavit of Kevin J. Shortill, counsel for the New York Corporations and the Delaware Corporation, for an order pursuant to Section 907 of the New York Not-for Profit Corporation Law, it is

ORDERED, that the agreement and plan of merger between the New York Corporations and the Delaware Corporation, dated as of December 18, 2006, attached hereto as Attachment A, be and hereby is approved, and it is further

ORDERED, that the New York Corporations and the Delaware Corporation be and they hereby are authorized to file with the New York Department of State the certificate of merger in the form attached hereto as Attachment B, and it is further

ORDERED, that upon filing the said certificate of merger together with a certified copy of this order as required by Section 907 of the New York Not-for-Profit Corporation Law, and upon the date that the Secretary of State of the State of Delaware issues a certificate of merger in accordance with the Delaware General Corporation Law, all assets of the Petitioners *the surviving corporation* shall thereby be transferred and conveyed to the Delaware Corporation, and it is further

ORDERED, that certified copies of this order and the said certificate of merger shall be provided to the Attorney General of the State of New York, and it is further

ORDERED, that the merger of the Petitioners shall have the effect provided by Section 906(g) of the New York Not-for-Profit Corporation Law.

FILED

ENTER, *W*

SEP 26 2007

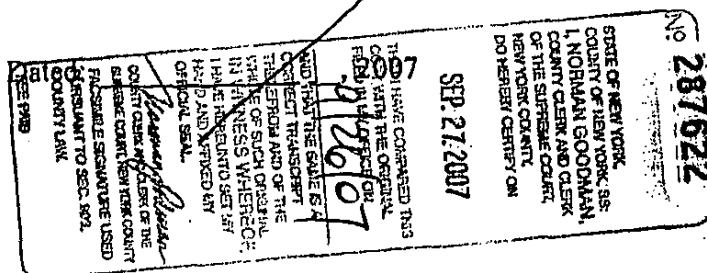
J.S.C.

COUNTY CLERK'S OFFICE
NEW YORK

Dated: _____, 2007

The Attorney General of the State of New York hereby certifies that he has no objection to the entry of the foregoing order and hereby waives notice of the application therefor, and notice of settlement thereof, and any hearing thereon.

Attorney General



THE ATTORNEY GENERAL HEREBY APPEARS HEREIN, HAS NO OBJECTION TO THE GRANTING OF JUDICIAL APPROVAL HEREON, ACKNOWLEDGES RECEIPT OF STATUTORY NOTICE, AND DEMANDS SERVICE OF ALL PAPERS SUBMITTED HEREIN INCLUDING ALL ORDER, JUDGMENTS AND ENDORSEMENTS OF THE COURT. SAID NO OBJECTION IS CONDITIONED ON SUBMISSION OF THE MATTER TO THE COURT WITHIN 30 DAYS HEREAFTER.

Paula J. ...
ASSISTANT ATTORNEY GENERAL

7-15-07

CASE NUMBER

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

In the Matter of the Application of:

IAPA Press Institute, Inc., a New York Not-For-Profit Corporation,
Inter-American Press Association Scholarship Fund, Inc., a New York Not-For-Profit Corporation;
and
Sociedad Interamericana de Prensa, Inc., a Delaware Not-For-Profit Corporation;

For an Order Approving Their Plan of Merger and Authorizing Their Filing of a Certificate of Merger.

Pursuant to Section 907 of the New York Not-For-Profit Corporation Law.

NEW YORK COUNTY CLERK'S OFFICE
1006 92 GCS
DE 113

Application for an Order Approving Agreement and Plan of Merger

COVINGTON & BURLING LLP

620 EIGHTH AVENUE
NEW YORK, NY 10018
TEL 212.841.1000

ATTORNEYS FOR
IAPA Press Institute, Inc.; Inter-American Press Association Scholarship Fund, Inc.; and Sociedad Interamericana de Prensa, Inc.

2001 AUG 29 PM 2:59

RECEIVED
ATTORNEY GENERAL
MANAGING ATTORNEY'S OFFICE

07102400 0264

CERTIFICATE OF MERGER

of

IAPA PRESS INSTITUTE, INC. (a New York corporation)

and

INTER-AMERICAN PRESS ASSOCIATION SCHOLARSHIP FUND, INC. (a New York corporation)

into

SOCIEDAD INTERAMERICANA DE PRENSA, INC., (a Delaware corporation)

UNDER SECTION 906 OF THE NEW YORK

NOT-FOR-PROFIT CORPORATION LAW

2007 OCT 24 AM 10:37

Individual to Whom Receipt of the Filing Should be Mailed:

Kevin Shortill
Covington & Burling LLP
1201 Pennsylvania Avenue, NW
Washington, DC 20004

E-12
DRAWDOWN

lee
STATE OF NEW YORK
DEPARTMENT OF STATE

FILED OCT 24 2007

TAXES

BY: *Bu*

2007 OCT 23 PM 1:12

RECEIVED

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"IAPA PRESS INSTITUTE, INC.", A NEW YORK CORPORATION,

"INTER-AMERICAN PRESS ASSOCIATION SCHOLARSHIP FUND, INC.", A NEW YORK CORPORATION,

WITH AND INTO "SOCIEDAD INTERAMERICANA DE PRENSA, INC." UNDER THE NAME OF "SOCIEDAD INTERAMERICANA DE PRENSA, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SEVENTH DAY OF NOVEMBER, A.D. 2007, AT 4:04 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



4269584 8100M

071200972

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6146175

DATE: 11-08-07

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:16 PM 11/07/2007
FILED 04:04 PM 11/07/2007
SRV 071200972 - 4269584 FILE

CERTIFICATE OF MERGER

of

IAPA PRESS INSTITUTE, INC.
(a New York not-for-profit corporation)

and

INTER-AMERICAN PRESS ASSOCIATION SCHOLARSHIP FUND, INC.
(a New York not-for-profit corporation)

into

SOCIEDAD INTERAMERICANA DE PRENSA, INC.
(a Delaware nonstock corporation)

Pursuant to Title 8, Section 256 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The names of each of the constituent corporations are: IAPA Press Institute, Inc. (formerly, IAPA Technical Center, Inc.), a New York not-for-profit corporation; Inter-American Press Association Scholarship Fund, Inc., a New York not-for-profit corporation; and Sociedad Interamericana de Prensa, Inc. (formerly, New IAPA, Inc.), a Delaware nonstock corporation.

SECOND: An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8, Section 256 of the Delaware General Corporation Law.

THIRD: The name of the surviving corporation is Sociedad Interamericana de Prensa, Inc.

FOURTH: The Articles of Incorporation of the surviving corporation shall be its Articles of Incorporation.

FIFTH: For accounting purposes only, the merger of IAPA Press Institute, Inc., and Inter-American Press Association Scholarship Fund, Inc., into Sociedad Interamericana de Prensa, Inc., shall be effective as of the date of filing of the Certificate of Merger with the State of New York.

SIXTH: The executed Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation located at 1801 SW - 3rd Avenue, Miami, FL 33129.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation upon request.

IN WITNESS WHEREOF, this certificate is signed as of the 24th day of October, 2007.

**SOCIEDAD INTERAMERICANA
DE PRENSA, INC.**

By: _____

Name: Julio E. Muñoz

Title: Executive Director