

294528

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30-6200017
Date of submission 12/29

MERGER OR SHARE EXCHANGE

Saral Publications, Inc.

Certificate of Status	0
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Page Count	18 17
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December 29, 2008

FLORIDA DEPARTMENT OF STATE
Division of Corporations

SARAL PUBLICATIONS, INC.
6355 N.W. 36TH STREET
VIRGINIA GARDENS, FL 33166

SUBJECT: SARAL PUBLICATIONS, INC.
REF: 294528

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.

The merger or share exchange should be signed by the chairman or vice chairman of the board of directors, the president or any other officer for each corporation involved in the merger or share exchange.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6908.

Sylvia Gilbert
Regulatory Specialist II

FAX Aud. #: H08000280385
Letter Number: 408A00061812

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER OF DOMESTIC AND FOREIGN CORPORATION
INTO DOMESTIC CORPORATION

Pursuant to the provisions of section 607.1107 and related provisions of the Florida Business Corporation Act, the undersigned domestic and foreign corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

FIRST: The names of the undersigned corporations and the states under the laws of which they are respectively incorporated are:

<u>Name of Corporation</u>	<u>State</u>
Saral Publications, Inc.	Florida
En Vivo US Holding Company	Delaware

SECOND: The laws of the state under which such foreign corporation is organized permit such a merger.

THIRD: The name of the surviving corporation is Saral Publications, Inc., and it is to be governed by the laws of the State of Florida.

FOURTH: The following Agreement and Plan of Merger was approved by the stockholders of the undersigned domestic corporation in the manner prescribed by the Florida Business Corporation Act, and was approved by the undersigned foreign corporation in the manner prescribed by the laws of the state under which it is organized:

"AGREEMENT AND PLAN OF MERGER"

This Agreement and Plan of Merger ("Agreement") is dated effective December 26, 2008 by and between En Vivo US Holding Company, a Delaware corporation duly organized and in good standing (sometimes referred to herein as "En Vivo"), with an address of The Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware, and Saral Publications, Inc., a Florida Corporation duly organized and in good standing (sometimes referred to herein as "Saral"), with an address at 6355 NW 36th Street, Virginia Gardens, Miami, Florida 33166. En Vivo and Saral are sometimes referred to herein collectively as the "Constituent Entities" or as "The Parties".

Recitals

WHEREAS, Saral is 100% owned by Grupo Televisa, S.A.B., a corporation duly organized and in good standing under the laws of the United Mexican States;

WHEREAS, En Vivo is 100% owned by En Vivo US Holding, LLC, a limited liability company duly formed and in good standing under the laws of Delaware;

WHEREAS, the Parties desire to enter into this Agreement and Plan of Merger to carry out a statutory merger and continue the combined businesses of the Constituent Entities in order to gain increased efficiency and profitability and to benefit from combined operations, combined accounting and combined management;

WHEREAS, the Parties intend for the merger to qualify as a tax-free corporate reorganization for federal income tax purposes within the meaning of Internal Revenue Code §§ 368(a)(1)(A) and 368(a)(2)(D); and

WHEREAS the respective Boards of Directors of En Vivo and Saral deem it advisable and in the best interests of said Corporations that En Vivo be merged with and into Saral as the surviving Corporation as authorized by the statutes of the states of Delaware and Florida and each such Board has duly approved this Agreement and Plan of Merger.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, the parties agree, subject to the approval of and adoption of this plan by the requisite vote of the stockholders of En Vivo and Saral, and subject to the conditions hereinafter set forth, as follows:

Terms and Conditions

1. Merger.

En Vivo will merge with and into Saral in accordance with the laws of the States of Delaware and Florida and this Agreement. The legal existence of En Vivo shall cease when it is merged into Saral. The existence of Saral shall remain unimpaired as the surviving corporation following the merger, and the surviving entity shall be referred to herein as "Saral Publications, Inc."

2. Name of Surviving Entity.

The name of the surviving entity shall be "Saral Publications, Inc."

3. Principal Office of Saral Publications, Inc.

The principal office of Saral Publications, Inc. shall be 6355 N.W. 36th Street, Miami, Florida 33166.

4. Purpose of Saral Publications, Inc.

The purpose of Saral Publications, Inc. is and shall continue to be to engage in any lawful act or activity permitted by the Laws of the State of Florida and any act or activity specified in the Articles of Incorporation of Saral Publications, Inc.

5. Resident Agent of Saral Publications, Inc.

The Resident Agent of Saral Publications, Inc. shall be The Corporation Trust Company, 1200 South Pine Island Road, Plantation, Florida 33324.

6. Effective Date.

The merger shall become effective on December 26, 2008 or on the day on which the following have been completed, whichever last occurs (the "Effective Date"):

- a. This Agreement has been approved by the shareholders of En Vivo, in accordance with the laws of the State of Delaware and by the shareholders of Saral Publications, Inc. in accordance with the laws of the State of Florida, and the action has been certified by the Secretary or Assistant Secretary of En Vivo and by the Secretary or Assistant Secretary of Saral Publications, Inc.;*
- b. A Certificate of Merger (with this Agreement and Plan of Merger attached as part thereof), setting forth the information required by Delaware corporate law ("Certificate of Merger"), has been signed and filed according to Delaware law with the Delaware Secretary of State;*
- c. Articles of Merger (with this Agreement and Plan of Merger attached as part thereof), setting forth the information required by Florida corporate law has been signed and filed according to Florida law with the Florida Secretary of State;*
- d. All conditions precedent to each party's duties of performance under this Agreement exist or have occurred, unless waived in writing; and*
- e. No event giving either party the right to terminate this Agreement has occurred.*

7. Articles of Organization and Operating Agreement.

On the Effective Date, the Articles of Incorporation and the Bylaws of Saral Publications, Inc. shall become the Articles of Incorporation and the Bylaws of the Constituent Entities and shall continue to be the Articles of Incorporation and Bylaws of Saral as the surviving corporation until amended in the manner provided by law.

8. Future Operations.

The parties presently intend, subject to the changes that the Officers, Director and Shareholders of Saral Publications, Inc. in their judgment may deem appropriate, that after the Effective Date:

- a. The business presently conducted by En Vivo and Saral Publications, Inc. shall continue in substantially its present form and, to the extent practicable, be operated and conducted by Saral Publications, Inc.*
- b. The officers and staff of the Constituent Entities shall continue to act in their present capacities in conducting the business of the Constituent Entities following the merger of the Parties; and*
- c. It is agreed that part or all of the assets previously owned by En Vivo may be, after the merger, transferred to a subsidiary or affiliate of Saral.*

9. Officers.

On the Effective Date, the present Officers and Director of Saral

Publications, Inc. shall remain in their respective offices until the next meeting or consent action of the Board of Directors or Shareholders of Saral Publications, Inc.

10. Conversion of Interests in Disappearing Company—En Vivo.

The mode of effecting the merger of En Vivo into Saral Publications, Inc., and the manner and basis for converting the shares issued by En Vivo into Stock interests in the Saral Publications, Inc. shall be as follows:

The 1,000 (one thousand) shares of outstanding common stock, par value \$0.01 per share, of En Vivo, shall be surrendered to Saral and shall be cancelled.

The 234,652 (two hundred thirty four thousand six hundred and fifty two) shares of outstanding common stock, par value \$10.00 per share, of Saral, shall be distributed as follows:

a). En Vivo's sole shareholder shall receive 1 (one) share of Saral common stock; and

b). Saral's sole shareholder shall retain the remaining 234,651 (two hundred thirty four thousand six hundred and fifty one) shares of outstanding common stock.

11. Merger of Interests and Assumption of Liabilities.

At the Effective Date, the Constituent Entities shall be deemed merged as provided by statute. All rights, privileges, immunities, powers, and franchises of a public or private nature, and all property, real, personal, or mixed, and all rights, causes of action, suits, claims, demands, accounts receivable, notes, security interests and all intangibles of En Vivo shall be taken and deemed to be transferred, and shall be vested in Saral Publications, Inc. without further act or deed; but Saral Publications, Inc. shall thenceforth be liable for all debts, liabilities, obligations, duties, and penalties of the Constituent Entities, and all such debts, liabilities, obligations, duties, and penalties shall thenceforth attach to Saral Publications, Inc. and may be enforced against it to the same extent as if the debts, liabilities, obligations, duties, and penalties had been incurred or contracted by Saral Publications, Inc. When requested by Saral Publications, Inc., En Vivo shall execute and deliver all deeds and other instruments deemed by Saral Publications, Inc. to be necessary in order to vest Saral Publications, Inc. with title to and possession of all rights and property of En Vivo.

12. Representations and Warranties.

The Constituent Entities represent and warrant to each other (solely as to matters relating to the party making the representation) as follows:

a. En Vivo is organized and in good standing under the laws of the State of Delaware.

b. Saral is organized and in good standing under the laws of the State of Florida.

c. The signing of this Agreement by En Vivo and Saral and the consummation of the transactions contemplated by this Agreement have been duly approved by the respective Boards of Directors and Shareholders of En Vivo and Saral. On approval by the sole shareholder of En Vivo in accordance with law, no further action is

necessary under the Delaware General Corporation Law or the Delaware Limited Liability Company Law to make this Agreement valid and binding upon the parties. On approval by the sole shareholder of Saral in accordance with law, no further action is necessary under the Florida corporation statutes to make this Agreement valid and binding upon the parties. The signing of this Agreement and the consummation of the transactions contemplated by this Agreement do not violate any provisions of Articles of Organization, Articles of Incorporation, Bylaws, Operating Agreements, notes, or other agreements or documents to which the undersigned are parties.

- d. The authorized shares of En Vivo consist of 1,000 common shares (\$0.01 par value) and 1,000 preferred shares (\$0.01 par value) (the "En Vivo Shares"), of which 1,000 shares are issued and outstanding. All En Vivo Shares are owned by En Vivo US Holding, LLC, a Delaware limited liability company, and are free and clear of all liens, encumbrances, and claims of every kind. Each share is validly authorized and was not issued in violation of the preemptive rights of any shareholder. Further, no such rights come into being as a result of this merger. No option, warrant, call, or commitment of any kind obligating En Vivo to issue any shares exists.
- e. The authorized shares of Saral consist solely of 234,652 common shares (\$10.00 par value) (the "Saral Shares"), of which 234,652 shares are issued and outstanding. All Saral Shares are owned by Grupo Televisa, S.A.B., a corporation duly organized and in good standing under the laws of the United Mexican States, and are free and clear of all liens, encumbrances, and claims of every kind. Each share is validly authorized and was not issued in violation of the preemptive rights of any shareholder. Further, no such rights come into being as a result of this merger. No option, warrant, call, or commitment of any kind obligating Saral to issue any shares exists.

13. Notices.

Any notice of request to be given under this Agreement by one party to another shall be in writing and shall be delivered to the addresses noted in the preamble to this Agreement personally or by certified mail, postage prepaid, with a copy to the party's counsel, or to such other addresses as any party or counsel may subsequently designate in writing to the other.

14. Waivers.

Each party may, by written instrument: (a) extend the time for the performance of any of the obligations or other acts of another party to this Agreement; (b) waive any inaccuracies of another party in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance by another party with any of the covenants contained in the

Agreement; and (d) waive another party's performance of any of the obligations set out in this Agreement. Any agreement on the part of a party for any such extension or waiver shall be validly and sufficiently authorized for the purposes of this Agreement if it is authorized by any two officers of the party granting the extension or waiver. No waiver by a party to this Agreement of a breach of any term or condition of this Agreement shall be construed to operate as a waiver of any other or subsequent breach of the same or of any other term or condition, unless otherwise expressly provided.

15. Expenses.

Each of the Constituent Entities will pay their respective costs and expenses of their performance of and compliance with all agreements and conditions contained in this Agreement. If this Agreement is terminated and the merger is not effected, each party will pay all costs and expenses of its performance of and compliance with all agreements and conditions contained herein, including fees, expenses, and disbursements of its accountants and counsel.

16. Counterparts and Faxed or Electronic Signature.

For the convenience of the parties and to facilitate the filing and recording of this Agreement, it may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Faxed or electronic signatures shall be as binding as original signatures.

17. Entire Agreement.

This Agreement embodies all of the agreements and understandings in relation to the subject matter of this Agreement, and no covenants, understandings, or agreements in relation to this Agreement exist between the parties, except as expressly set forth in this Agreement.

18. Third Party Beneficiaries.

Nothing expressed or implied in this Agreement shall be construed to confer upon or give to any person, firm, or limited liability company, other than a party to this Agreement, any rights or remedies under or by reason of this Agreement.

19. Law.

This Agreement shall be construed and interpreted in accordance with the laws of the state of Delaware.

20. Additional Documents.

The parties hereto shall cause to be delivered on the Effective Date, or at such other times and places as shall be agreed upon, such additional documents as a party may reasonably require for the purpose of carrying out this agreement. Saral and En Vivo shall exert their best efforts in cooperating with such requests, and shall direct their officers, directors, agents and employees to furnish information, evidence, testimony, and other assistance in connection with the resolution of any disputes arising from this agreement.

FIFTH: The certificate of incorporation of Saral Publications, Inc. shall be its certificate of incorporation following the merger described herein.

SIXTH: The executed agreement and plan of merger is on file at an office of Saral Publications, Inc., located at 6355 N.W. 36th Street, Virginia Gardens, Miami, Florida 33166. A copy of the agreement and plan of merger will be furnished by Saral Publications, Inc., on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: As to each of the undersigned corporations, the number of shares outstanding are as follows:


Saral Publications, Inc.	234,652
En Vivo US Holding Company	1,000


EIGHTH: All outstanding shares of both corporations listed above voted in favor of the Agreement and Plan of Merger on December 24, 2008.

Dated: December 26, 2008

SARAL PUBLICATIONS, INC.

EN VIVO US HOLDING COMPANY

By: 
María Azucena Domínguez Cobián
Its: Assistant Secretary

By: 
María Azucena Domínguez Cobián
Its: Assistant Secretary

**CERTIFICATE OF MERGER OF DOMESTIC AND FOREIGN CORPORATION
INTO FOREIGN CORPORATION**

Pursuant to the provisions of section 252 and related provisions of the Delaware General Corporation Law, the undersigned domestic and foreign corporations adopt the following Certificate of Merger for the purpose of merging them into one of such corporations:

FIRST: The names of the undersigned corporations and the states under the laws of which they are respectively incorporated are:

<u>Name of Corporation</u>	<u>State</u>
Saral Publications, Inc.	Florida
En Vivo US Holding Company	Delaware

SECOND: The laws of the state under which Saral Publications, Inc. is organized permit such a merger.

THIRD: The name of the surviving corporation is Saral Publications, Inc., and it is to be governed by the laws of the State of Florida.

FOURTH: The following Agreement and Plan of Merger was approved, adopted, executed and acknowledged by the stockholders of the undersigned domestic corporation in the manner prescribed by the Delaware General Corporation Law, and was approved, adopted, executed and acknowledged by the undersigned foreign corporation in the manner prescribed by the laws of the state under which it is organized:

"AGREEMENT AND PLAN OF MERGER"

This Agreement and Plan of Merger ("Agreement") is dated effective December 26, 2008 by and between En Vivo US Holding Company, a Delaware corporation duly organized and in good standing (sometimes referred to herein as "En Vivo"), with an address of The Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware, and Saral Publications, Inc., a Florida Corporation duly organized and in good standing (sometimes referred to herein as "Saral"), with an address at 6355 NW 36th Street, Virginia Gardens, Miami, Florida 33166. En Vivo and Saral are sometimes referred to herein collectively as the "Constituent Entities" or as "The Parties".

Recitals

WHEREAS, Saral is 100% owned by Grupo Televisa, S.A.B., a corporation duly

organized and in good standing under the laws of the United Mexican States;

WHEREAS, En Vivo is 100% owned by En Vivo US Holding, LLC, a limited liability company duly formed and in good standing under the laws of Delaware;

WHEREAS, the Parties desire to enter into this Agreement and Plan of Merger to carry out a statutory merger and continue the combined businesses of the Constituent Entities in order to gain increased efficiency and profitability and to benefit from combined operations, combined accounting and combined management;

WHEREAS, the Parties intend for the merger to qualify as a tax-free corporate reorganization for federal income tax purposes within the meaning of Internal Revenue Code §§ 368(a)(1)(A) and 368(a)(2)(D); and

WHEREAS the respective Boards of Directors of En Vivo and Saral deem it advisable and in the best interests of said Corporations that En Vivo be merged with and into Saral as the surviving Corporation as authorized by the statutes of the states of Delaware and Florida and each such Board has duly approved this Agreement and Plan of Merger.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, the parties agree, subject to the approval of and adoption of this plan by the requisite vote of the stockholders of En Vivo and Saral, and subject to the conditions hereinafter set forth, as follows:

Terms and Conditions

1. Merger.

En Vivo will merge with and into Saral in accordance with the laws of the States of Delaware and Florida and this Agreement. The legal existence of En Vivo shall cease when it is merged into Saral. The existence of Saral shall remain unimpaired as the surviving corporation following the merger, and the surviving entity shall be referred to herein as "Saral Publications, Inc."

2. Name of Surviving Entity.

The name of the surviving entity shall be "Saral Publications, Inc."

3. Principal Office of Saral Publications, Inc.

The principal office of Saral Publications, Inc. shall be 6355 N.W. 36th Street, Miami, Florida 33166.

4. Purpose of Saral Publications, Inc.

The purpose of Saral Publications, Inc. is and shall continue to be to engage in any lawful act or activity permitted by the Laws of the State of Florida and any act or activity specified in the Articles of Incorporation of Saral Publications, Inc.

5. Resident Agent of Saral Publications, Inc.

The Resident Agent of Saral Publications, Inc. shall be The Corporation, Trust Company, 1200 South Pine Island Road, Plantation, Florida 33324.

6. Effective Date.

The merger shall become effective on December 26, 2008 or on the day on which the following have been completed, whichever last occurs (the "Effective Date"):

- a. This Agreement has been approved by the shareholders of En Vivo, in accordance with the laws of the State of Delaware and by the shareholders of Saral Publications, Inc. in accordance with the laws of the State of Florida, and the action has been certified by the Secretary or Assistant Secretary of En Vivo and by the Secretary or Assistant Secretary of Saral Publications, Inc.;*
- b. A Certificate of Merger (with this Agreement and Plan of Merger attached as part thereof), setting forth the information required by Delaware corporate law ("Certificate of Merger"), has been signed and filed according to Delaware law with the Delaware Secretary of State;*
- c. Articles of Merger (with this Agreement and Plan of Merger attached as part thereof), setting forth the information required by Florida corporate law has been signed and filed according to Florida law with the Florida Secretary of State;*
- d. All conditions precedent to each party's duties of performance under this Agreement exist or have occurred, unless waived in writing; and*
- e. No event giving either party the right to terminate this Agreement has occurred.*

7. Articles of Organization and Operating Agreement.

On the Effective Date, the Articles of Incorporation and the Bylaws of Saral Publications, Inc. shall become the Articles of Incorporation and the Bylaws of the Constituent Entities and shall continue to be the Articles of Incorporation and Bylaws of Saral as the surviving corporation until amended in the manner provided by law.

8. Future Operations.

The parties presently intend, subject to the changes that the Officers, Director and Shareholders of Saral Publications, Inc. in their judgment may deem appropriate, that after the Effective Date:

- a. The business presently conducted by En Vivo and Saral Publications, Inc. shall continue in substantially its present form and, to the extent practicable, be operated and conducted by Saral Publications, Inc.*
- b. The officers and staff of the Constituent Entities shall continue to act in their present capacities in conducting the business of the Constituent Entities following the merger of the Parties; and*
- c. It is agreed that part or all of the assets previously owned by En Vivo may be, after the merger, transferred to a subsidiary or affiliate of Saral.*

9. Officers.

On the Effective Date, the present Officers and Director of Saral Publications, Inc. shall remain in their respective offices until the next meeting or consent action of the Board of Directors or Shareholders of Saral Publications, Inc.

10. Conversion of Interests in Disappearing Company—En Vivo.

The mode of effecting the merger of En Vivo into Saral Publications, Inc., and the manner and basis for converting the shares issued by En Vivo into Stock interests in the Saral Publications, Inc., shall be as follows:

The 1,000 (one thousand) shares of outstanding common stock, par value \$0.01 per share, of En Vivo, shall be surrendered to Saral and shall be cancelled.

The 234,652 (two hundred thirty four thousand six hundred and fifty two) shares of outstanding common stock, par value \$10.00 per share, of Saral, shall be distributed as follows:

a). En Vivo's sole shareholder shall receive 1 (one) share of Saral common stock; and

b). Saral's sole shareholder shall retain the remaining 234,651 (two hundred thirty four thousand six hundred and fifty one) shares of outstanding common stock.

11. Merger of Interests and Assumption of Liabilities.

At the Effective Date, the Constituent Entities shall be deemed merged as provided by statute. All rights, privileges, immunities, powers, and franchises of a public or private nature, and all property, real, personal, or mixed, and all rights, causes of action, suits, claims, demands, accounts receivable, notes, security interests and all intangibles of En Vivo shall be taken and deemed to be transferred, and shall be vested in Saral Publications, Inc. without further act or deed; but Saral Publications, Inc. shall thenceforth be liable for all debts, liabilities, obligations, duties, and penalties of the Constituent Entities, and all such debts, liabilities, obligations, duties, and penalties shall thenceforth attach to Saral Publications, Inc. and may be enforced against it to the same extent as if the debts, liabilities, obligations, duties, and penalties had been incurred or contracted by Saral Publications, Inc. When requested by Saral Publications, Inc., En Vivo shall execute and deliver all deeds and other instruments deemed by Saral Publications, Inc. to be necessary in order to vest Saral Publications, Inc. with title to and possession of all rights and property of En Vivo.

12. Representations and Warranties.

The Constituent Entities represent and warrant to each other (solely as to matters relating to the party making the representation) as follows:

a. En Vivo is organized and in good standing under the laws of the State of Delaware.

b. Saral is organized and in good standing under the laws of the State of Florida.

c. The signing of this Agreement by En Vivo and Saral and the consummation of the transactions contemplated by this Agreement have been duly approved by the respective Boards of Directors and Shareholders of En Vivo and Saral. On approval by the sole

shareholder of En Vivo in accordance with law, no further action is necessary under the Delaware General Corporation Law or the Delaware Limited Liability Company Law to make this Agreement valid and binding upon the parties. On approval by the sole shareholder of Saral in accordance with law, no further action is necessary under the Florida corporation statutes to make this Agreement valid and binding upon the parties. The signing of this Agreement and the consummation of the transactions contemplated by this Agreement do not violate any provisions of Articles of Organization, Articles of Incorporation, Bylaws, Operating Agreements, notes, or other agreements or documents to which the undersigned are parties.

- d. The authorized shares of En Vivo consist of 1,000 common shares (\$0.01 par value) and 1,000 preferred shares (\$0.01 par value) (the "En Vivo Shares"), of which 1,000 shares are issued and outstanding. All En Vivo Shares are owned by En Vivo US Holding, LLC, a Delaware limited liability company, and are free and clear of all liens, encumbrances, and claims of every kind. Each share is validly authorized and was not issued in violation of the preemptive rights of any shareholder. Further, no such rights come into being as a result of this merger. No option, warrant, call, or commitment of any kind obligating En Vivo to issue any shares exists.
- e. The authorized shares of Saral consist solely of 234,652 common shares (\$10.00 par value) (the "Saral Shares"), of which 234,652 shares are issued and outstanding. All Saral Shares are owned by Grupo Televisa, S.A.B., a corporation duly organized and in good standing under the laws of the United Mexican States, and are free and clear of all liens, encumbrances, and claims of every kind. Each share is validly authorized and was not issued in violation of the preemptive rights of any shareholder. Further, no such rights come into being as a result of this merger. No option, warrant, call, or commitment of any kind obligating Saral to issue any shares exists.

13. Notices

Any notice of request to be given under this Agreement by one party to another shall be in writing and shall be delivered to the addresses noted in the preamble to this Agreement personally or by certified mail, postage prepaid, with a copy to the party's counsel, or to such other addresses as any party or counsel may subsequently designate in writing to the other.

14. Waivers

Each party may, by written instrument: (a) extend the time for the performance of any of the obligations or other acts of another party to this Agreement; (b) waive any inaccuracies of another party in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement;

(c) waive compliance by another party with any of the covenants contained in the Agreement; and (d) waive another party's performance of any of the obligations set out in this Agreement. Any agreement on the part of a party for any such extension or waiver shall be validly and sufficiently authorized for the purposes of this Agreement if it is authorized by any two officers of the party granting the extension or waiver. No waiver by a party to this Agreement of a breach of any term or condition of this Agreement shall be construed to operate as a waiver of any other or subsequent breach of the same or of any other term or condition, unless otherwise expressly provided.

15. Expenses.

Each of the Constituent Entities will pay their respective costs and expenses of their performance of and compliance with all agreements and conditions contained in this Agreement. If this Agreement is terminated and the merger is not effected, each party will pay all costs and expenses of its performance of and compliance with all agreements and conditions contained herein, including fees, expenses, and disbursements of its accountants and counsel.

16. Counterparts and Faxed or Electronic Signature.

For the convenience of the parties and to facilitate the filing and recording of this Agreement, it may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Faxed or electronic signatures shall be as binding as original signatures.

17. Entire Agreement.

This Agreement embodies all of the agreements and understandings in relation to the subject matter of this Agreement, and no covenants, understandings, or agreements in relation to this Agreement exist between the parties, except as expressly set forth in this Agreement.

18. Third Party Beneficiaries.

Nothing expressed or implied in this Agreement shall be construed to confer upon or give to any person, firm, or limited liability company, other than a party to this Agreement, any rights or remedies under or by reason of this Agreement.

19. Law.

This Agreement shall be construed and interpreted in accordance with the laws of the state of Delaware.

20. Additional Documents.

The parties hereto shall cause to be delivered on the Effective Date, or at such other times and places as shall be agreed upon, such additional documents as a party may reasonably require for the purpose of carrying out this agreement. Saral and En Vivo shall exert their best efforts in cooperating with such requests, and shall direct their officers, directors, agents and employees to furnish information, evidence, testimony, and other assistance in connection with the resolution of any disputes arising from this agreement.

IN WITNESS WHEREOF, the Constituent Entities have caused their respective names to be signed hereto by their duly authorized agents as of the day and year first above written.

Saral Publications, Inc.

En Vivo US Holding Company

By: _____

By: _____

Its President

Its President

Alejandro Paillés Bouchez

Javier Prado

Print Name

Print Name

*6355 N.W. 36th Street, Miami
Florida 33166*

*6355 N.W. 36th Street, Miami
Florida 33166"*

FIFTH: The certificate of incorporation of Saral Publications, Inc. shall be its certificate of incorporation following the merger described herein.

SIXTH: The executed agreement and plan of merger is on file at an office of Saral Publications, Inc., located at 6355 N.W. 36th Street, Virginia Gardens, Miami, Florida 33166. A copy of the agreement and plan of merger will be furnished by Saral Publications, Inc., on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: As to each of the undersigned corporations, the number of shares outstanding are as follows:

Saral Publications, Inc.	234,652
En Vivo US Holding Company	1,000

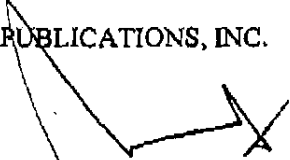
EIGHTH: All outstanding shares of both corporations listed above voted in favor of the Agreement and Plan of Merger on December 26, 2008.

NINTH: Saral Publications, Inc. hereby agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of any constituent corporation, as well as for enforcement of any obligation of the surviving or resulting corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to § 262 of the Delaware General Corporation Law, and hereby irrevocably appoints the Delaware Secretary of State as its agent to accept service of process in any such suit or other proceeding. The Delaware Secretary of State may mail a copy of such process to

Saral Publications, Inc. at 6355 N.W. 36th Street, Virginia Gardens, Miami, Florida 33166.


Dated: December 26, 2008

SARAL PUBLICATIONS, INC.

By: 

María Azucena Domínguez Cobián
Its: Assistant Secretary.

EN VIVO US HOLDING COMPANY

By: 

María Azucena Domínguez Cobián
Its: Assistant Secretary