

CORPORATE  
ACCESS  
INC.

236 East 6th Avenue . Tallahassee, Florida 32303

P.O. Box 37066 (32315-7066) ~ (850) 222-2666 or (800) 969-1666 . Fax (850) 222-1666

**L020000000443**

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6/25/02 Linda

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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CERTIFIED COPY

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✓ PHOTO COPY

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Merger

1.) Freedom Magazines International, Inc.  
(CORPORATE NAME & DOCUMENT #)

2.) \_\_\_\_\_  
(CORPORATE NAME & DOCUMENT #)

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\*\*\*\*\*60.00 \*\*\*\*\*60.00

3.) \_\_\_\_\_  
(CORPORATE NAME & DOCUMENT #)

4.) \_\_\_\_\_  
(CORPORATE NAME & DOCUMENT #)

5.) \_\_\_\_\_  
(CORPORATE NAME & DOCUMENT #)

L02-443  
JR

SPECIAL INSTRUCTIONS

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**ARTICLES OF MERGER  
OF  
FREEDOM MAGAZINES INTERNATIONAL, INC.,  
a California Corporation,  
with and into  
LATIN AMERICA MEDIA MANAGEMENT, LLC,  
a Florida Limited Liability Company**

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TALLAHASSEE, FLORIDA

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Pursuant to Section 608.4382 of the Florida Limited Liability Act, Freedom Magazines International, Inc. a California corporation (the "Merging Corporation") and Latin America Media Management, LLC, a Florida limited liability company (the "Company"), hereby adopt the following Articles of Merger for the purpose of merging the Merging Corporation with and into the Company.

1. The Merging Corporation is a California corporation, with offices located at P.O. Box 19549, Irvine, California 92614, California File Number C1888862.

2. The surviving Company is a Florida limited liability company, with offices located at 95 Merrick Way, Suite 600, Coral Gables, Florida 33134, Florida Document Registration Number L02000000443.

3. On the Effective Date, as this term is hereinafter defined, the Merging Corporation shall be merged with and into the Company, and the Company shall be the surviving entity of the merger, pursuant to the terms set forth in that certain Agreement and Plan of Merger by and between the parties dated January 2, 2002 (the "Plan of Merger"), a copy of which is attached hereto as Exhibit A.

4. The Plan of Merger was approved by the Manager and the sole Member of the Company in accordance with the applicable provisions of Chapter 608, Florida Statutes.

5. The Plan of Merger was approved by the Merging Company in accordance with all applicable provisions of Chapter 3, 6, 11 and 12, California Corporations Code. The shareholder's approval was by the holder of 100% of the outstanding shares of the Merging Corporation. The Merging Company has only one class of shares of capital stock and the number of shares outstanding as of the Effective Date (as this term is defined below) was 1,000 shares.

6. The effective date of the merger shall be the date on which these Articles of Merger are filed with the Florida Department of State (the "Effective Date").

7. The merger is permitted under the laws of Florida and California and is not prohibited by the Articles of Incorporation and By-laws of the Merging Corporation or the Articles of Organization and Operating Agreement of the Company.

8. The Company shall possess and retain every interest in all assets and property of every description, wherever located, of each of the parties to the merger. The rights, privileges, immunities, powers, franchises and authority, of a public as well as private nature, of each of the parties to the merger shall be vested in the Company without further act or deed. The title to or any interest in any real estate vested in any of the parties to the merger shall not revert or in any way be impaired by reason of the merger. All obligations belonging to or due to each of the parties to the merger shall be vested in the Company without further act or deed. The Company shall be liable for all of the obligations of each of the parties to the merger existing as of the Effective Date.

9. The executed Plan of Merger is on file at the principal place of business of the Company, the address of which is 95 Merrick Way, Suite 600, Coral Gables, Florida 33134.

**[SIGNATURES ON THE FOLLOWING PAGE]**

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IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the Merging Corporation and the Company by their authorized representatives as of this 24 day of June, 2002.

**MERGING CORPORATION**

**FREEDOM MAGAZINES  
INTERNATIONAL, INC.**, a California  
corporation

By: Sabrina Crow  
Sabrina Crow, President

By: Michael Zellner  
Michael Zellner, Secretary

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**SURVIVING COMPANY**

**LATIN AMERICA MEDIA  
MANAGEMENT, LLC**, a Florida limited  
liability company

By: José Borda  
José Borda, as the sole Manager of Latin  
America Media Management, LLC

By: José Borda  
José Borda, as Member and Manager of  
Latin America Media, LLC, the sole  
Member

By: Sabrina Crow  
Sabrina Crow, as Member and Manager  
of Latin America Media, LLC, the sole  
Member

By: Michael Zellner  
Michael Zellner, as Member and  
Manager of Latin America Media, LLC,  
the sole Member

**EXHIBIT A**  
**AGREEMENT AND PLAN OF MERGER**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** (the "Plan of Merger") dated as of this 2<sup>nd</sup> day of January, 2002, is entered into by and between Latin America Media Management, LLC, a Florida limited liability company (the "Company"), with offices at 95 Merrick Way, Coral Gables, Florida 33134, and Freedom Magazines International, Inc., a California corporation (the "Merging Corporation") with offices at P.O. Box 19549, Irvine, California 92614 (the Company and the Merging Corporation collectively referred to herein as the "Constituent Entities").

### RECITALS

**WHEREAS**, pursuant to that certain Stock Purchase Agreement dated as of December 31, 2001, among Latin America Media, LLC, a Florida limited liability company ("LAM"), Freedom Magazines, Inc., a California corporation, ("FMI") and the Merging Corporation, LAM purchased all of the issued and outstanding shares of capital stock of the Merging Corporation from FMI.

**WHEREAS**, pursuant to the Operating Agreement of the Company, LAM, the sole member of the Company, has contributed all of the issued and outstanding shares of capital stock of the Merging Corporation to the Company.

**WHEREAS**, the Company now owns 100% of all of the outstanding shares of capital stock of the Merging Corporation.

**WHEREAS**, the parties deem it in the best interests of the Constituent Entities to have the Merging Corporation merge with and into the Company, and the Company be the surviving entity of the merger pursuant to the terms set forth herein.

**WHEREAS**, the Board of Directors and the sole Shareholder of the Merging Corporation, and the Manager and the sole Member of the Company, have approved the merger of the Merging Corporation with and into the Company in accordance with all applicable laws of the State of California and the State of Florida, respectively.

**WHEREAS**, it is intended that the merger will qualify as a reorganization under Section 368(a) of the Internal Revenue Code of 1986 as amended.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants, agreements and provisions set forth herein, the parties agree as follows:

1. **Merger.** In accordance with the provisions of this Plan of Merger, Section 608.438 of the Florida Limited Liability Company Act (the "Florida Act"), and Section 1113 of the California Corporations Code (the "California Code"), on the Effective Date (as defined below), (a) the Merging Corporation shall be merged with and into the Company; (b) following the merger, the separate existence of the Merging Corporation shall cease; and (c) each share of the Merging Corporation which is issued and outstanding immediately prior to the Effective Date

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shall be canceled and retired without consideration, and no payment shall be made with respect thereto.

2. Effective Date. The merger of the Constituent Entities shall become effective on the date of filing of the Articles of Merger with the Office of the Florida Secretary of State (the "Effective Date"), subject to the filing with the California Secretary of State of the Plan of Merger, an Officer's Certificate for the Merging Corporation, and a Certificate of Merger for the Company. The Constituent Entities shall take all such other actions as may be required by law to make the merger effective.

3. Articles of Organization. Following the Effective Date, the Company shall continue its existence under its present name, subject to the laws of the State of Florida, and its Articles of Organization, in effect immediately prior to the Effective Date, shall continue to be the Articles of Organization of the Company, until the same are amended and changed pursuant to the Florida Act.

4. Operating Agreement. The Operating Agreement of the Company, in effect immediately prior to the Effective Date, shall continue to be its Operating Agreement until the same is amended and changed pursuant to the Florida Act.

5. Units. The merger shall have no effect on the units of the Company which are issued and outstanding as of the Effective Date.

6. Managers, Officers. The Manager and the other officers of the Company as of the Effective Date shall continue to serve in their respective capacities, in each case until their respective successors are duly elected or appointed, as the case may be.

7. Effect of the Merger. The Company shall possess and retain every interest in all assets and property of every description, wherever located, of each of the Constituent Entities. The rights, privileges, immunities, powers, franchises and authority, of a public as well as private nature, of each of the Constituent Entities shall be vested in the Company without further act or deed. The title to or any interest in any real estate vested in any of the Constituent Entities shall not revert or in any way be impaired by reason of the merger. All obligations belonging to or due to each of the Constituent Entities shall be vested in the Company without further act or deed. The Company shall be liable for all of the obligations of each of the Constituent Entities existing as of the Effective Date.

8. Cooperation. The Merging Corporation shall, as and when requested by the Company, execute and deliver all such deeds, documents and instruments and take all such actions necessary or appropriate to carry out this merger, and to vest in the surviving Company title to and possession of any property of the Merging Corporation acquired or to be acquired by reason or as a result of the merger herein contemplated.

9. Dissenters' Rights. There are no dissenting shareholders of the Merging Company or dissenting members of the Company in reference to the transaction contemplated hereby.

10. Governing Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to conflict of law principles.

11. Construction. Every term and provision of this Plan of Merger shall be construed according to its fair meaning. The failure by any party to specifically enforce any term or provision hereof or any rights of such party hereunder shall not be construed as a waiver by that party of its rights hereunder. The waiver by any party of a breach or violation of any provision of the Plan of Merger shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

13. Entire Agreement. This Plan of Merger contains the entire agreement between the Constituent Entities relating to the subject matter hereof, and all prior agreements relative hereto which are not contained herein are terminated.

14. Amendments. This Plan of Merger may be amended or modified only by a written instrument signed by authorized representatives of both Constituent Entities.

15. Severability. This Plan of Merger is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Plan of Merger or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Plan of Merger and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

16. Section Headings. The section headings appearing in this Plan of Merger are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any section.

17. Counterparts. This Plan of Merger may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties hereby acknowledge and agree that facsimile signatures of this Plan of Merger shall have the same force and effect as original signatures.

[SIGNATURES ON THE FOLLOWING PAGE]



**IN WITNESS WHEREOF**, the parties have executed this Plan of Merger as of the date first above written.

**LATIN AMERICA MEDIA MANAGEMENT,  
LLC**, the surviving Company

By: \_\_\_\_\_  
José Borda, as the sole Manager of Latin  
America Media Management, LLC

By: \_\_\_\_\_  
José Borda, as Member and Manager of Latin  
America Media, LLC, the sole Member

By: \_\_\_\_\_  
Sabrina Crow, as Member and Manager of  
Latin America Media, LLC, the sole Member

By: \_\_\_\_\_  
Michael Zellner, as Member and Manager  
of Latin America Media, LLC, the sole Member

**FREEDOM MAGAZINES INTERNATIONAL,  
INC.**, the Merging Corporation

By: \_\_\_\_\_  
Sabrina Crow, President

By: \_\_\_\_\_  
Michael Zellner, Secretary

FILED  
02 JUN 25 PM 1:45  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## AGREEMENT AND PLAN OF MERGER

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### RECITALS

**WHEREAS**, pursuant to that certain Stock Purchase Agreement dated as of December 31, 2001, among Latin America Media, LLC, a Florida limited liability company ("LAM"), Freedom Magazines, Inc., a California corporation, ("FMI") and the Merging Corporation, LAM purchased all of the issued and outstanding shares of capital stock of the Merging Corporation from FMI.

**WHEREAS**, pursuant to the Operating Agreement of the Company, LAM, the sole member of the Company, has contributed all of the issued and outstanding shares of capital stock of the Merging Corporation to the Company.

**WHEREAS**, the Company now owns 100% of all of the outstanding shares of capital stock of the Merging Corporation.

**WHEREAS**, the parties deem it in the best interests of the Constituent Entities to have the Merging Corporation merge with and into the Company, and the Company be the surviving entity of the merger pursuant to the terms set forth herein.

**WHEREAS**, the Board of Directors and the sole Shareholder of the Merging Corporation, and the Manager and the sole Member of the Company, have approved the merger of the Merging Corporation with and into the Company in accordance with all applicable laws of the State of California and the State of Florida, respectively.

**WHEREAS**, it is intended that the merger will qualify as a reorganization under Section 368(a) of the Internal Revenue Code of 1986 as amended.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants, agreements and provisions set forth herein, the parties agree as follows:

1. Merger. In accordance with the provisions of this Plan of Merger, Section 608.438 of the Florida Limited Liability Company Act (the "Florida Act"), and Section 1113 of the California Corporations Code (the "California Code"), on the Effective Date (as defined below), (a) the Merging Corporation shall be merged with and into the Company; (b) following the merger, the separate existence of the Merging Corporation shall cease; and (c) each share of the Merging Corporation which is issued and outstanding immediately prior to the Effective Date

shall be canceled and retired without consideration, and no payment shall be made with respect thereto.

2. Effective Date. The merger of the Constituent Entities shall become effective on the date of filing of the Articles of Merger with the Office of the Florida Secretary of State (the "Effective Date"), subject to the filing with the California Secretary of State of the Plan of Merger, an Officer's Certificate for the Merging Corporation, and a Certificate of Merger for the Company. The Constituent Entities shall take all such other actions as may be required by law to make the merger effective.

3. Articles of Organization. Following the Effective Date, the Company shall continue its existence under its present name, subject to the laws of the State of Florida, and its Articles of Organization, in effect immediately prior to the Effective Date, shall continue to be the Articles of Organization of the Company, until the same are amended and changed pursuant to the Florida Act.

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13. Entire Agreement. This Plan of Merger contains the entire agreement between the Constituent Entities relating to the subject matter hereof, and all prior agreements relative hereto which are not contained herein are terminated.

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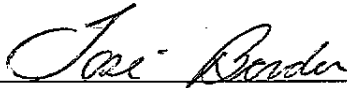
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17. Counterparts. This Plan of Merger may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties hereby acknowledge and agree that facsimile signatures of this Plan of Merger shall have the same force and effect as original signatures.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have executed this Plan of Merger as of the date first above written.

**LATIN AMERICA MEDIA MANAGEMENT,  
LLC, the surviving Company**

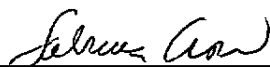
By:   
José Borda, as the sole Manager of Latin  
America Media Management, LLC

By:   
José Borda, as Member and Manager of Latin  
America Media, LLC, the sole Member

By:   
Sabrina Crow, as Member and Manager of  
Latin America Media, LLC, the sole Member

By:   
Michael Zellner, as Member and Manager  
of Latin America Media, LLC, the sole Member

**FREEDOM MAGAZINES INTERNATIONAL,  
INC., the Merging Corporation**

By:   
Sabrina Crow, President

By:   
Michael Zellner, Secretary

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TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

FREEDOM MAGAZINES INTERNATIONAL, INC. a California entity,  
F94000002882

,

into

**LATIN AMERICA MEDIA MANAGEMENT, LLC**, a Florida entity L02000000443

File date: June 25, 2002

Corporate Specialist: Tammi Cline