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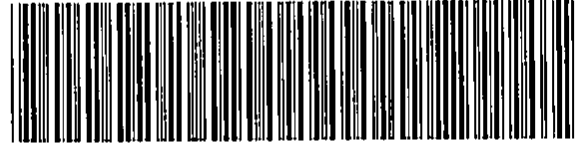
(Business Entity Name)

(Document Number)

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TS

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 918014 7267768

AUTHORIZATION :

[Handwritten Signature]

COST LIMIT : \$ 70.00

ORDER DATE : September 16, 2019

ORDER TIME : 11:09 AM

ORDER NO. : 918014-005

CUSTOMER NO: 7267768

ARTICLES OF MERGER

RCN/RADIO KLARIDAD, INC.

INTO

RCN INTERNATIONAL, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Amanda Robinson Ext #: 62968

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER

of

RCN/RADIO KLARIDAD, INC.
(a Florida corporation)
(Merged Corporation)

with and into

RCN INTERNATIONAL, INC.
(a Delaware limited liability company)
(Surviving Corporation)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105 and 607.1107, Florida Statutes:

FIRST: The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>
RCN International, Inc.	Delaware

SECOND: The name and jurisdiction of the merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
RCN/Radio Klaridad, Inc.	Florida

THIRD: The Agreement and Plan of Merger is attached.

FOURTH: The merger shall become effective on the later of (i) the date of the filing of a certificate of merger with respect to such merger with the Secretary of State of the State of Delaware and (ii) the date of the filing of these Articles of Merger with the Florida Department of State.

FIFTH: The Agreement and Plan of Merger was adopted by the shareholders of the surviving corporation on September 16, 2019.


SIXTH: The Agreement and Plan of Merger was adopted by the shareholders of the merging corporation on September 16, 2019.

[Signature page follows]

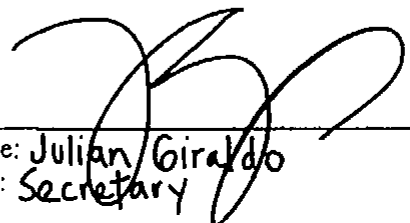
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OFFICE OF THE
CLERK OF THE
STATE OF FLORIDA

IN WITNESS WHEREOF, each of the undersigned has caused these articles of merger to be executed on its behalf by its duly authorized officer as of the date first written above.

RCN INTERNATIONAL, INC.
a Delaware corporation

By: 
Name: Luis GUILLERMO TORREAL
Title: President

RCN/RADIO KLARIDAD, INC.
a Florida corporation

By: 
Name: Julian Giraldo
Title: Secretary

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STATE OF FLORIDA

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of September 16, 2019 (this "Agreement"), by and between RCN International, Inc., a Delaware corporation ("RCNI"), and RCN/Radio Klaridad, Inc., a Florida corporation ("Radio Klaridad").

R E C I T A L S

- A. WHEREAS, RCNI is a corporation duly organized and existing under the laws of the State of Delaware.
- B. WHEREAS, Radio Klaridad is a corporation duly organized and existing under the laws of the State of Florida.
- C. WHEREAS, upon the terms set forth in this Agreement and in accordance with Section 252 of the General Corporation Law of the State of Delaware (the "DGCL"), and Section 607.1107 of the Florida Business Corporation Act (the "FBCA"), each of the parties hereto desires that Radio Klaridad merge with and into RCNI, with RCNI continuing as the surviving corporation of such merger (the "Merger").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Merger. Upon the terms set forth in this Agreement and the Certificates of Merger (as defined below), and in accordance with the DGCL and the FBCA, at the Effective Time (as defined below), Radio Klaridad shall merge with and into RCNI, the separate corporate existence of Radio Klaridad shall thereupon cease and RCNI shall continue as the surviving corporation of the Merger and continue to be governed by the laws of the State of Delaware. The effects of the Merger shall be as provided in the DGCL, the FBCA and this Agreement. RCNI, as the surviving corporation of the Merger, is sometimes referred to herein as the "Surviving Corporation".
2. Effective Time; Closing. The consummation of the Merger (the "Closing") shall take place on the date hereof. Upon the terms set forth in this Agreement, concurrently with the Closing, the parties hereto shall cause the Merger to be consummated under the DGCL and the FBCA, including by (a) filing a certificate of merger with respect to Merger in such form as required by, and executed in accordance with, the DGCL with the Secretary of State of the State of Delaware (the "DE Certificate of Merger"), and (b) filing articles of merger with respect to Merger in such form as required by, and executed in accordance with, the FBCA with the Florida Department of State (the "FL Articles of Merger" and, together with the DE Certificate of Merger, the "Certificates of Merger"). The date and time when the Merger shall become effective (the "Effective Time") shall be the later of (i) the date and time of the filing of the DE Certificate of Merger and (ii) the date and time of the filing of the FL Articles of Merger.
3. Conversion of Securities. At the Effective Time, automatically by virtue of the Merger and without any further action by any of the parties hereto or any other person:
 - a. each share of common stock, par value \$1.00 per share, of Radio Klaridad issued and outstanding immediately prior to the Effective Time, and all rights in respect thereof, shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and no RCNI

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Common Stock or other property, assets or consideration shall be issued or delivered in exchange therefor; and

b. each share of common stock, par value \$1.00 per share, of RCNI ("RCNI Common Stock") issued and outstanding immediately prior to the Effective Time and all rights in respect thereof shall be unaffected by the Merger and shall continue to be outstanding shares of capital stock of the Surviving Corporation, held by the holder of such shares immediately prior to the Effective Time, with the same force and effect from and after the Effective Time.

4. Governing Documents: Directors and Officers.

a. Certificate of Incorporation and By-Laws of the Surviving Corporation. From and after the Effective Time, (a) the certificate of incorporation of RCNI, as in effect immediately prior to the Effective Time, shall remain the certificate of incorporation of the Surviving Corporation, until thereafter amended as provided by law and such certificate of incorporation and (b) the by-laws of RCNI, as in effect immediately prior to the Effective Time, shall be the by-laws of the Surviving Corporation, until thereafter amended as provided by law and such by-laws.

b. Board of Directors and Officers of Surviving Corporation. The directors and officers of RCNI in office immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

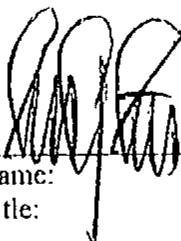
5. Further Assurances. Each party hereto shall execute, deliver, file and record, or cause to be executed, delivered, filed and recorded, such further agreements, instruments and other documents, and take, or cause to be taken, such further actions, as the other party hereto may reasonably request as being necessary or advisable to effect or evidence the transactions contemplated by this Agreement.

6. Miscellaneous. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law provisions that would cause the application of laws of any other jurisdiction other than the State of Delaware. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same document. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. If any provision of this Agreement or the application of any such provision to any person or entity or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect or impair any other provision hereof. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

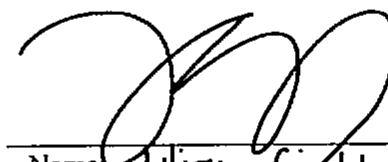
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers or authorized persons thereunto duly authorized.

RCN INTERNATIONAL, INC.

By: 
Name: Luis Guillermo Torres
Title: President

RCN/RADIO KLARIDAD, INC.

By: 
Name: Julian Giraldo
Title: Secretary

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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