

P01000053761

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TALLAHASSEE, FLORIDA

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. YUPI-TIMSN ACQUISITION CORP. P01000053761
(Corporation Name) (Document #)
2. YUPI INTERNET INC. P97000090280
(Corporation Name) (Document #)
3. *Merger*
(Corporation Name) (Document #)
4.
(Corporation Name) (Document #)

- ☒ Walk in ☒ Pick up time ☒ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
XX	Merger

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OTHER FILINGS	
RECEIVED	Annual Report
DEPARTMENT OF REVENUE	Fictitious Name
DIVISION OF REVENUE	Name Reservation
2001 AUG 15 PM 4:40	NOT RECORDED TO AGENCY OF FIL
	SUFFICIENCY OF FIL

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

IF YOU HAVE ANY QUESTIONS
REGARDING FILING PLEASE
CONTACT ELIZABETH AT 222.2300.
THANK YOU.

Examiner's Initials

RL
8/16/01

ARTICLES OF MERGER
Merger Sheet

MERGING:

YUPI-T1MSN ACQUISITION CORP., a Florida corporation P01000053761

INTO

YUPI INTERNET INC., a Florida entity, P97000090280

File date: August 15, 2001

Corporate Specialist: Annette Ramsey

FILED
01 AUG 15 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

OF

Yupi-T1MSN Acquisition Corp.
(a Florida corporation)

WITH AND INTO

Yupi Internet Inc.
(a Florida corporation)

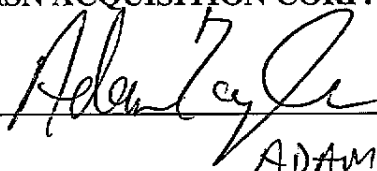
Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), Yupi-T1MSN Acquisition Corp., a Florida corporation, and Yupi Internet Inc., a Florida corporation, hereby execute and adopt the following Articles of Merger as of August 15, 2001 and certify as follows:

1. The names of the corporations which are parties to the merger contemplated by these Articles of Merger (the "Merger") are Yupi-T1MSN Acquisition Corp. and Yupi Internet Inc. Yupi Internet Inc. is the surviving corporation in the Merger (the "Surviving Corporation").
2. A copy of the Plan of Merger is attached hereto as Exhibit A and is incorporated herein by reference as if fully set forth herein.
3. The Plan of Merger was approved by the shareholders of Yupi Internet Inc., upon the recommendation of its Board of Directors, on July 23, 2001. The Plan of Merger was approved by the shareholders of Yupi-T1MSN Acquisition Corp., upon the recommendation of its Board of Directors, on July 31, 2001.
4. The effective date of the Merger shall be the date of filing of these Articles of Merger with the Department of State of the State of Florida in accordance with Sections 607.1105 and 607.1106 of the FBCA.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed as of the date first above written.

YUPI-TIMSN ACQUISITION CORP.


By: ADAM TAYLOR
Its: President

YUPI INTERNET INC.

By: _____
Its: _____

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed as of the date first above written.

YUPI-TIMSN ACQUISITION CORP.

By: _____
Its: _____

YUPI INTERNET INC.

By: OSCAR L. COEN
Its: CEO / President

Exhibit A

Plan of Merger

**T1MSN, CORP.,
YUPI-T1MSN ACQUISITION CORP.**

and

YUPI INTERNET INC.

AGREEMENT AND PLAN OF MERGER

Dated as of August 15, 2001

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "**Agreement**") dated as of August 15, 2001, by and among T1MSN, CORP., a Delaware corporation ("**T1MSN**"), Yupi-T1MSN Acquisition Corp., a Florida corporation wholly owned by T1MSN ("**Sub**"), and Yupi Internet Inc. ("**Company**"), a Florida corporation.

WHEREAS, T1MSN, Sub, and Company have entered into an Agreement and Plan of Reorganization dated as of June 18, 2001, as amended (as it may be amended in the future, the "**Reorganization Agreement**"), which provides for the execution of this Agreement by T1MSN, Sub, and Company; and

WHEREAS, the Boards of Directors and shareholders of Sub and Company have approved this Agreement and the consummation of the transactions contemplated hereby and by the Reorganization Agreement, upon the terms and subject to the conditions set forth herein and in the Reorganization Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants, and agreements contained herein and in the Reorganization Agreement, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I

THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the conditions of this Agreement and the Reorganization Agreement, at the Effective Time (as hereinafter defined), in accordance with the Florida Business Corporation Act, as amended (the "**FBCA**"), Sub shall be merged with and into Company and the separate existence of Sub shall thereupon cease (the "**Merger**"). Company shall be the surviving corporation in the Merger (hereinafter referred to as the "**Surviving Corporation**").

Section 1.2 Effective Time of the Merger. The Merger shall become effective (the "**Effective Time**") upon the acceptance of filing of this Agreement and the Articles of Merger with the office of the Florida Secretary of State. T1MSN shall not issue cash or other merger consideration provided for in the Reorganization Agreement and this Agreement until it has received written confirmation of the acceptance of such filing of this Agreement and the Articles of Merger by the Florida Secretary of State.

Section 1.3 Effects of Merger. At the Effective Time, (i) Sub shall be merged with and into Company, (ii) the Articles of Incorporation of Company shall be amended in the form attached hereto as Exhibit 1.1 (iii) the Bylaws of Sub shall be the Bylaws of the Surviving Corporation until duly amended, (iv) the directors of Sub as nominated by TIMSN shall be the directors of the Surviving Corporation, (v) the officers of Sub as nominated by TIMSN shall be the officers of the Surviving Corporation, (vi) the issued and outstanding certificates for the capital stock of Sub shall be the issued and outstanding certificates for capital stock of the Surviving Corporation, (vii) TIMSN shall be the owner of one hundred percent (100%) of the capital stock of Company, free and clear of any liens, options, rights, or restrictions (except as may arise through TIMSN or Sub), and (viii) the Merger shall, from and after the Effective Time, have all the effects provided by applicable law.

ARTICLE II

CONVERSION OF COMPANY SHARES

Section 2.1 Conversion of Company Shares. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital shares of TIMSN, Sub, or Company, the aggregate of the issued and outstanding common and preferred shares of Company (including any right to liquidation preferences payable with respect to preferred shares but excluding Company Dissenting Shares as defined in Section 2.3 hereof) (the “**Company Shares**”) held by each of the shareholders of the Company shall be converted into the right to receive cash in an amount determined by multiplying the Purchase Price, as reduced by the Adjustment Amount and the Holdback Amount by the percentage figure set forth opposite such shareholder’s name on Schedule 2.4.1(a) of the Reorganization Agreement attached at Exhibit 2.1 hereof. Because, in accordance with the provisions of the Sixth Amended and Restated Articles of Incorporation of the Company (the “Charter”), the entire amount of the Purchase Price, including any amounts payable to the preferred shareholders under Section 2.6 and as a result of the release of the Holdback Amount in accordance with Section 4.1, shall be used in payment of the liquidation preference of the preferred stock as set forth in the Charter, holders of Company’s Common Stock (including holders of Common Stock received upon any conversion of Company’s Class A Convertible Preferred Stock, Class B Convertible Preferred Stock, Class C Convertible Preferred Stock, and Class D Convertible Preferred Stock of the Company) shall not receive any cash consideration in exchange for their shares of Common Stock. All shares of Common Stock and Preferred Stock outstanding on the closing date of the Merger shall be automatically canceled at the Effective Time.

For purposes hereof:

“**Purchase Price**” shall mean Fifteen Million Dollars (\$15,000,000).

“**Holdback Amount**” shall mean Two Million Three Hundred Thousand Dollars (\$2,300,000), provided that if the Adjustment Amount exceeds \$10,400,000 the Holdback Amount shall mean \$2,300,000 minus the amount by which the Adjustment Amount exceeds \$10,400,000; *provided*,

however, any costs and expenses of Company for fees of attorneys, accountants and consultants incurred in connection with the Reorganization Agreement and the transactions contemplated thereby in excess of \$250,000 shall not be taken into account in so reducing the Holdback Amount, but shall reduce dollar for dollar the amount payable to shareholders at the closing of the Merger.

“Adjustment Amount” shall mean the sum of the (i) the Company’s total Liabilities and (ii) the excess, if any, of the total cash, cash equivalents, and accounts receivable, net, of the Company as of March 31, 2001 over the total cash, cash equivalents, and accounts receivable, net, of the Company as of closing; provided, however, that any such decreases attributable to the payment of operating expenses for periods after April 1, 2001, shall not be included in the Adjustment Amount.

“Liabilities” shall mean the total of all indebtedness, debts, and liabilities of the Company or any of its subsidiaries as of the closing date as reflected on the balance sheet of the Company as of the closing date (other than indebtedness, debts, and liabilities incurred for normal operating expenses beginning April 1, 2001) and shall include certain specified liabilities, to the extent not on the balance sheet of the Company as of closing (the **“Scheduled Matters”**).

Section 2.2 Exchange of Company Certificates. From and after the Effective Time, each holder of a certificate or certificates representing shares of Preferred Stock, upon surrender of such certificates to T1MSN or a designated paying agent (the **“Paying Agent”**), or upon the provision of an appropriate affidavit of lost certificate and an indemnity bond, and letter of transmittal in accordance with Section 2.4.2 of the Reorganization Agreement and such other documentation set forth in the Reorganization Agreement, shall be entitled to receive in exchange therefor such holder’s percentage of the Purchase Price, as reduced by the Adjustment Amount and the Holdback Amount, as described above (**“Share Conversion Payment”**), which amount shall be paid by the Paying Agent in U.S. funds by check or wire transfer. Upon the surrender of such certificates, such certificates shall be cancelled. However, notwithstanding any other provision of this Agreement, and without regard to when such certificate representing shares of Preferred Stock (a **“Company Certificate”**) is surrendered for exchange as provided herein, no interest shall be paid or payable on any cash due as a result of the conversion, if any. Neither the Paying Agent nor any party hereto shall be liable to a holder of shares of Preferred Stock for any portion of a Share Conversion Payment delivered to a public official pursuant to applicable abandoned property, escheat, or similar law. If any Share Conversion Payment is to be paid to a name other than that in which the Company Certificate surrendered in exchange therefor is registered, it shall be a condition of such exchange that the person requesting such exchange shall pay any transfer or other taxes required by reason of the payment in a name other than that of the registered holder of the Company Certificate surrendered, or shall establish to the reasonable satisfaction of T1MSN that such tax has been paid or is not applicable.

Section 2.3 Dissenters Rights. Notwithstanding anything to the contrary contained in this Agreement, Company Shares that are issued and outstanding immediately prior to the Effective Time and that are held by a shareholder who has demanded and perfected dissenters rights, or is eligible to demand and perfect dissenters rights, for such shares under Section

607.1302, et seq. of the FBCA (the “**Company Dissenting Shares**”) shall not be converted into or be exchangeable for cash to the extent provided under Sections 2.1 and 2.2 above unless and until such holder shall have failed to perfect or shall have effectively withdrawn or lost such right to appraisal under the FBCA. If such holder shall have so failed to perfect or shall have effectively withdrawn or lost such right, then, as of the later of the Effective Time or the occurrence of such event, such holder’s Company Shares shall automatically be converted into and represent only the right to receive the payment, if any, set forth in Sections 2.1 and 2.2 above, without interest thereon, upon compliance with the requirements set forth in Section 2.2. If the holder of any Company Dissenting Shares shall become entitled to receive payment for such shares under Section 607.1302 of the FBCA, such payment shall be made by T1MSN upon surrender of certificates representing such Company Dissenting Shares to T1MSN or the Paying Agent.

Section 2.4 Conversion of Sub Shares. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of T1MSN, Sub, or Company, each of the issued and outstanding common shares of Sub will, without any requirement to surrender or exchange such shares, be converted into and become the sole outstanding capital shares of Company. Each of the issued and outstanding common shares of Sub will be converted into one (1) common share of Company.

Section 2.5 Closing of Transfer Books. From and after the Effective Time, the stock transfer books of Company shall be closed and no transfer of Company Shares shall thereafter be made except in accordance with this Article II or as subsequently approved by the Board of Directors of the Surviving Corporation after the Effective Time.

Section 2.6 Refund of Adjustment Amount. With respect to Scheduled Matters that are settled, released, or satisfied during the ninety (90) day periods ending with each of the 90, 180, 270, and 360 days following closing, T1MSN shall refund to the preferred shareholders of the Company the aggregate amounts deducted from the Purchase Price at closing over the aggregate amounts actually paid or agreed to be paid by T1MSN for such period in satisfaction of such matters. Following the first anniversary of closing, the Shareholder Representative may request that T1MSN determine the remaining exposure on such Scheduled Matters which have not been paid or agreed to be paid by T1MSN as provided above, or as to which there has been no claim, or as to which the statute of limitations has expired. If T1MSN and the Shareholder Representative determine that the aggregate amount deducted from the Purchase Price at closing with respect to such Scheduled Matters exceeds the likely remaining liability and expense to T1MSN with respect to such Scheduled Matters, T1MSN shall refund to the preferred shareholders of the Company such excess. With respect to Scheduled Matters that are subsequently resolved for an amount less than that deducted from the Purchase Price at closing, T1MSN shall refund such excess to the preferred shareholders of the Company to the extent not already refunded to the preferred shareholders.

Section 2.7 Shareholder Representative. The shareholders of the Company, by virtue of their approval of the Reorganization Agreement, are deemed to have irrevocably constituted and appointed and consented to the appointment of Luis San Miguel as the initial

representative of the shareholders and as the attorney-in-fact for and on behalf of each shareholder for certain matters arising under this Agreement and the Reorganization Agreement (the "Shareholder Representative").

ARTICLE III

COMPANY STOCK OPTIONS

Section 3.1 Termination of Stock Options; No Rights to Acquire Company Stock.

On or prior to closing any outstanding options under the Company's Amended and Restated Stock Incentive Plan shall have been cancelled or terminated without further obligation to Company or T1MSN in exchange for common stock of the Company, which shall be cancelled at the closing in accordance with Article II hereof. There are no other options, warrants or similar rights to acquire Company stock from Company.

ARTICLE IV

HOLDBACK FROM PURCHASE PRICE

Section 4.1 Holdback Amount. Pursuant to the Reorganization Agreement, T1MSN shall withhold from the Purchase Price the Holdback Amount for the purpose of securing claims by T1MSN for indemnification pursuant to the Reorganization Agreement. Such Holdback Amount is being held by T1MSN as the sole and exclusive security and remedy (absent fraud) for the indemnity obligations under the Reorganization Agreement. The Holdback Amount will be released by T1MSN to the Shareholder Representative for delivery to the preferred shareholders on the Termination Date less (i) any amount of the Holdback Amount delivered or deliverable to T1MSN in satisfaction of indemnification obligations, less (ii) any amount of the Holdback Amount which is subject to then pending but unresolved claims, plus (iii) an amount equal to one year's interest at the then applicable rate for one-year U.S. Treasury Bills on the Holdback Amount less the amounts thereof described in clauses (i) and (ii) of this sentence.

ARTICLE V

MISCELLANEOUS

Section 5.1 Conditions to Merger. Consummation of the Merger is subject to the following conditions precedent: (i) the approval of this Agreement by the affirmative vote of the shareholders of Company and Sub by the requisite vote in accordance with the FBCA and the Articles of Incorporation of Company; and (ii) the satisfaction or waiver, if permissible, of the other conditions precedent described in the Reorganization Agreement.

Section 5.2 Termination. Prior to the Effective Time, this Agreement shall terminate in the event of and upon the termination of the Reorganization Agreement.

Section 5.3 Amendment. Prior to the Effective Time, this Agreement may not be amended or any provision waived (other than the waiver by a party of a condition or other provision for the benefit of such party) except by an instrument in writing executed by Company and T1MSN. After the Effective Time, this Agreement may not be amended or any provision waived except by an instrument in writing executed by the Shareholder Representative and T1MSN.

Section 5.4 Notices. All notices, requests, demands, or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is (a) deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (b) sent by a nationally recognized overnight express courier, or (iii) by facsimile upon written confirmation (other than the automatic confirmation that is received from the recipient's facsimile machine) of receipt by the recipient of such notice:

If to T1MSN or Sub to: T1MSN, CORP.
One Microsoft Way
Redmond, WA 98052-6399
Attention: David Oh
Telephone No.: (425) 882-8080
Facsimile No.: (425) 936-7329

With a copy to: Preston Gates & Ellis LLP
5000 Bank of America Center
701 Fifth Avenue
Seattle, WA 98104-7078
Attention: Sam Haviland
Telephone No.: (206) 623-7580
Facsimile No.: (206) 623-7022

If to Company to: Yupi Internet Inc.
1688 Meridian Avenue
10th Floor
Miami Beach, FL 33139
Attention: Oscar Coen
Telephone No.: (305) 459-4109
Facsimile No.: (305) 604-9639

With a copy to: Testa, Hurwitz & Thibault, LLP
125 High Street
Boston, MA 02110
Attention: Stephen A. Hurwitz
Telephone No.: (617) 248-7000
Facsimile No.: (650) 248-7100

Section 5.5 Interpretation. The headings, table of contents, and index of defined terms contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

Section 5.6 Miscellaneous. This Agreement (including the documents and instruments referred to herein): (i) together with the Reorganization Agreement and the other agreements contemplated therein, constitute the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof; (ii) shall not be assigned by operation of law or otherwise without the prior written consent of the other parties hereto; and (iii) shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida (without giving effect to the provisions thereof relating to conflicts of law). In the event of any conflict or inconsistency between this Agreement and the Reorganization Agreement, the terms of the Reorganization Agreement shall prevail.

Section 5.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

Section 5.8 Parties in Interest. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

Section 5.9 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

[remainder of page intentionally blank]

SIGNATURE PAGE -- AGREEMENT AND PLAN OF MERGER

IN WITNESS WHEREOF, TIMSN, Sub, and Company have each caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized as of the date first written above.

TIMSN, CORP.

By 

Name: GERARDO VILLALREAL

Title: CEO

YUPI-TIMSN ACQUISITION CORP.

By _____

Name: _____

Title: _____

YUPI INTERNET INC.

By _____

Name: _____

Title: _____

SIGNATURE PAGE -- AGREEMENT AND PLAN OF MERGER

IN WITNESS WHEREOF, TIMSN, Sub, and Company have each caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized as of the date first written above.

TIMSN, CORP.

By _____
Name: _____
Title: _____

YUPI-TIMSN ACQUISITION CORP.

By Adam Taylor
Name: ADAM TAYLOR
Title: President

YUPI INTERNET INC.

By _____
Name: _____
Title: _____

SIGNATURE PAGE -- AGREEMENT AND PLAN OF MERGER

IN WITNESS WHEREOF, TIMSN, Sub, and Company have each caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized as of the date first written above.

TIMSN, CORP.

By _____
Name: _____
Title: _____

YUPI-TIMSN ACQUISITION CORP.

By _____
Name: _____
Title: _____

YUPI INTERNET INC.


By 
Name: OSCAR L. COEN
Title: CEO/President

Exhibit 1.1

Articles of Incorporation of Surviving Corporation

**SEVENTH AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
YUPI INTERNET INC.**

The Articles of Incorporation of Yupi Internet, Inc., a Florida corporation, are hereby amended and restated in their entirety as follows:

FIRST: The corporate name for the corporation is Yupi Internet Inc. (hereinafter called the "Corporation").

SECOND: The street address of the principal office and the mailing address of the Corporation is:

1688 Meridian Avenue
10th Floor
Miami Beach, Florida 33139

NO PAR SHARES

THIRD: The number of shares that the Corporation is authorized to issue is One Thousand (1,000) all of which are without par value and are of the same class and are Common shares.

REGISTERED AGENT

FOURTH: The Corporation designates 1688 Meridian Avenue, 10th Floor, Miami Beach, Florida 33139 as the street address of the registered office of the Corporation and names Oscar Coen the Corporation's registered agent at that address to accept service of process within its state.

FIFTH: The Number of directors of the Board of Directors of the Corporation as of the adoption of these Seventh Amended and Restated Articles of Incorporation shall be one (1). The number of directors may be increased as provided in the Bylaws of the Corporation.

DENY PREEMPTIVE RIGHTS

SIXTH: No holder of any of the shares of any class of the Corporation shall be entitled as of right to subscribe for, purchase, or otherwise acquire any shares of any class of the Corporation which the Corporation proposes to issue or any rights or options which the Corporation proposes to grant for the purchase of shares of any class of the Corporation or for the purchase of any shares, bonds, securities, or obligations of the Corporation which are convertible into or exchangeable for, or which carry any rights to subscribe for, purchase, or otherwise acquire shares of any class of the Corporation; and any and all of such shares, bonds, securities, or obligations of the Corporation, whether now or hereafter authorized or created,

may be issued, or may be reissued if the same have been reacquired and if their reissue is not prohibited, and any and all of such rights and options may be granted by the Board of Directors to such individuals and entities, and for such lawful consideration, and on such terms, as the Board of Directors in its discretion may determine, without first offering the same, or any thereof, to any said holder.

SEVENTH: The purposes for which the Corporation is organized are as follows:

To engage in any lawful business for which corporations may be organized under the Florida Business Corporation Act.

EIGHTH: The duration of the Corporation shall be perpetual.

NINTH: The Corporation shall, to the fullest extent permitted by the provisions of the Florida Business Corporation Act, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said provisions from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said provisions, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

IN WITNESS WHEREOF, YUPI INTERNET INC. has caused these Seventh Amended and Restated Articles of Incorporation to be executed, its corporate seal to be affixed, and its seal and execution hereof to be attested, all by its duly authorized officers, this 15 day of August, 2001.

FILED
01 AUG 15 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

YUPI INTERNET INC.

Attest: _____

By: _____



Having been named as registered agent and to accept service of process for the above-named corporation at the place designated in this Articles of Incorporation, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Dated: August 15, 2001


Oscar Coen

Exhibit 2.1

Schedule 2.4.1(a)

Schedule 2.4.1(a)

Preferred Shareholder	Dollars Invested in the Company					% of Purchase Price
	Class A Preferred Stock	Class B Preferred Stock	Class C Preferred Stock	Class D Preferred Stock	Total	
IFX Online, Inc.	3,428,819.64	-	-	-	3,428,819.64	2.85%
Interprise Technology Partners, L.P.	10,000,006.20	-	3,999,999.00	2,499,999.60	16,500,004.80	13.72%
Sony Corporation of America	-	34,300,000.00	-	417,998.28	34,717,998.28	28.88%
News America Incorporated	-	-	14,999,990.50	749,999.88	15,749,990.38	13.10%
Seligman Communications & Information Fund	-	-	1,000,005.50	-	1,000,005.50	0.83%
Seligman Investment Opportunities Master Fund	-	-	1,259,997.50	-	1,259,997.50	1.05%
Seligman New Technologies Fund, Inc.	-	-	4,740,001.00	-	4,740,001.00	3.94%
Archery Venture Partners, LP	-	-	999,994.00	-	999,994.00	0.83%
Larchwood Holdings, Ltd.	-	-	6,000,010.00	299,997.00	6,300,007.00	5.24%
Andrew J. McKelvey	-	-	5,000,004.50	-	5,000,004.50	4.16%
Matrix Technology Fund, LLC	-	-	4,000,004.50	-	4,000,004.50	3.33%
Porcelain Partners, LP	-	-	499,997.00	-	499,997.00	0.42%
Nexus Capital Partners II, LP	-	-	4,500,007.50	-	4,500,007.50	3.74%
Comcast Interactive Investments, Inc.	-	-	4,500,007.50	-	4,500,007.50	3.74%
Kistler Associates	-	-	3,000,005.00	149,996.04	3,150,001.04	2.62%
BankAmerica Investment Corp.	-	-	3,000,005.00	-	3,000,005.00	2.50%
Grey Ventures, Inc.	-	-	3,000,005.00	-	3,000,005.00	2.50%
Aman Ventures	-	-	1,999,999.50	-	1,999,999.50	1.66%
Broome Street Partners, LLC	-	-	1,374,997.50	-	1,374,997.50	1.14%
Granite Private Equity II, LLC	-	-	1,500,002.50	-	1,500,002.50	1.25%
Credit Suisse First Boston	-	-	999,994.00	-	999,994.00	0.83%
Wallstar S.A.	-	-	1,000,005.50	-	1,000,005.50	0.83%
Drax	-	-	-	999,999.84	999,999.84	0.83%
Totals	13,428,825.84	34,300,000.00	67,375,032.50	5,117,990.64	120,221,848.98	100.00%
Common Shareholder						% of Purchase Price
Founders						
Carlos Cardona						0%
Camilo Cruz						0%
Craig Doriol						0%
Ariel Bentata						0%
Oscar Coen						0%
Additional Common Shareholder						
Aday, Brandon M						0%
Allaga, Emilio						0%
Allende, Pedro M						0%

Schedule 2.4.1(a)

Alonso, Ariel							0%
Alvarez, Alvaro							0%
Alvarez, Carlos J							0%
Alvarez, Gabriel							0%
Alvarez, Rosendo							0%
Alvarez, Virginia							0%
Anguillano, Carla							0%
Apaolaza Corral, Jon							0%
Aramberri, Maria José Arcay							0%
Araujo, Maria							0%
Aserraf, Isaac and Tania Bentata							0%
Ayala, Nina							0%
Barker, Thomas							0%
Basart, Rosa M							0%
Becerra, Yenny							0%
Behar, Marcelo							0%
Beneyto, Joel P							0%
Benito, Maria J.							0%
Bentata, Ariel							0%
Bentata, Daphna							0%
Bentata, Hoet							0%
Berazaluze, Inaki							0%
Blue Horizon Consultants, Inc.							0%
Blue Nature, Inc.							0%
Borchers, Alex (as Trustee for the Borchers Family Trust)							0%
Borchers, Alex							0%
Borrow, Mark							0%
Brand, Joseph Michael							0%
Bringas, Mariana E							0%
Brito Partnership							0%
Brito, Juan C. (as Trustee for the Brito Family Trust)							0%
Brito, Leonardo							0%
Brito, Leonardo (as Trustee for the Brito Family Trust)							0%
Buitrago, Maria Claudia							0%
Cannady, Vincent							0%
Cannady, William							0%
Cardona, Carlos A							0%
Cardona, Luis A. (as Trustee for the CAC Family Trust)							0%
Carreras, Jose							0%
Canizosa, Ernesto (Bogota.com)							0%
Carvajal, Luz							0%
Castillo, Claudia L							0%
Chamero, Juan							0%
Chavez, Leslie							0%

Schedule 2.4.1(a)

Christie, Jeffery										0%
Codina, Armando										0%
Coen, Marlana M.Revocable Trust										0%
Coen, Marlana (as Trustee for the Delgado-Brey Family Trust)										0%
Coen, Oscar (as Trustee for the Sierra and Ayala Family Trust)										0%
Coen, Oscar and Marlana										0%
Coen, Oscar L. Revocable Trust										0%
Coen Garcia Family Trust										0%
Copernik, Tanya										0%
Cosculluela, Juan Carlos										0%
Cosio, Alberto										0%
Couhenge, Paul										0%
Cruz, Camilo (as Trustee for the Camilo Cruz Revocable Trust)										0%
Cruz, Diego										0%
Cruz, Ricardo										0%
Crystal Waters International Ltd.										0%
Cunha, Wellington A.										0%
Daniel Del Aguila Revovable Trust										0%
Daniels, Christopher										0%
De la Cruz, Francisco										0%
De Moya, Isabel A										0%
Del Cuetto, Jose										0%
Diaz, Helene										0%
Dieste, Tony										0%
Djeredjian, Eduardo										0%
Doliny, Patrick J										0%
Dono Alonso, Betty										0%
Doriot, Craig Revocable Trust										0%
Dougherti, Peter										0%
Edwards, Bradley A										0%
Fernandez, Alex										0%
Ferreira, Marcos Ommati										0%
Figueras, Jose										0%
Galsky, Alex										0%
Galsky, Ary										0%
Galsky, Elizabeth										0%
Galsky, Erika										0%
Garavaglia, Juan										0%
Garcia Fidalgo, Begoña										0%
Garcia Fidalgo, Daniel										0%
Garcia, Baudelio										0%
Garcia, Lisette										0%
Garcia, Tania										0%
Gerstner, Alex										0%

Schedule 2.4.1(a)

Giraldo, Miguel							0%
Godoy, Juan							0%
Goldman, Evan							0%
Goldman, Harvey							0%
Gonzalez, Chella N							0%
Gonzalez, Lidia							0%
Gonzalez, Manny							0%
Granados Martinez, Carlos							0%
Guenoun, Alex (as trustee for Ariel Jacobo Bentata Revocable Trust)							0%
Guenoun, Alex (as trustee for Daphna Galsky Bentata Revocable Trust)							0%
Gutierrez, Victor							0%
Harriman, John							0%
Hernandez, Alhena							0%
Hernandez, Javier							0%
Hernandez, Karine							0%
IFX Inc.							0%
Jimenez, Tania							0%
Kaplan, Howard							0%
Lavandier, Nury J							0%
Lazarovich, Guillermo							0%
Leon, Diana M							0%
Levy, George							0%
Levy, George (as Trustee for the Jack Levy Trust)							0%
Levy, Salvador							0%
Lopez, Raul A							0%
Lopez-Henriquez, Luisa Obdulia							0%
Luna, Amanda							0%
Luna, Marco							0%
Luna, Maria Jimenez de							0%
Luna, Ricardo							0%
Luque, Eugenia							0%
Luqué, Eugenia (as Trustee for the Luqué Family Trust)							0%
Luque, Jose							0%
Luqué, José (as Trustee Jose Luque Rangel Revocable Trust)							0%
Luqué, Rita Herring							0%
Marquez, Augusto							0%
Marquez, Barraquer Carolina							0%
Masjuan, Miguel A							0%
Matto, Jose							0%
Mckinon, Douglas							0%
Medrano, Cesar							0%
Meireles, Robert							0%
Mejia, Sandra I							0%

Schedule 2.4.1(a)

Mendez, Aileen D							0%
Mendez-Kozanic, Maria							0%
Menendez, Carlos							0%
Menendez, Susan							0%
Mera, Hernan A							0%
Mikelli, Ltd.							0%
Millares, Ernest M							0%
Morales, Gerardo							0%
Morfes, Gustavo							0%
Morfes, Gustavo (as Trustee for Ysanti, S.A.)							0%
Moure, Dan							0%
Moure, Marcos							0%
Murphy, Daniel P							0%
Murray, Robert							0%
National Communications Limited, Inc.							0%
Nava, Rafael							0%
Noonan, Thomas P.							0%
Nardelli, Alfred O							0%
O'Brien, Jackie							0%
Ospina, Sandra							0%
Otero, Manuel J							0%
Pacheco, Aida							0%
Pajarez, Gilmer A							0%
Pakradooni, Jennifer							0%
Pastrana, Jamie							0%
Paz, Florencia I							0%
Perez, Eva							0%
Periche, Eric							0%
Pichardo, Ulises A							0%
Pilar, Maria							0%
Prio, Maria Elena							0%
Proenza, Belkis							0%
Quesada, Mercedes A							0%
Quintana, Laura							0%
Quintero, Gustavo							0%
Qureshi, Ameer S.							0%
Ramirez, Javier							0%
Ramirez, Lyng-ho							0%
Ramirez, Tiffany M							0%
Ranhill Holdings, Ltd.							0%
Restrepo, Fernando							0%
Rider, Alexandra							0%
Rini, Peter							0%
Rivas-Vasquez, Rafael A							0%

Schedule 2.4.1(a)

Rivera, Frank D									0%
Robert Provost Revocable Trust									0%
Rodas, Paula									0%
Rodriguez, Armando									0%
San Miguel, Luis									0%
Sanchez, Annette									0%
Sanchez, Maria C									0%
Sawh, Kamille Rohaine (as trustee for the Cruz Family Trust)									0%
Shale, Christine L									0%
Smart, Natalie									0%
Strain, John									0%
Suarez, Anthony									0%
Swann, Maria I									0%
Taborda, Leonardo									0%
Tonneberger, Scott									0%
Torres Moure, Luisangeli									0%
Travieso, Graciela E									0%
Ullmos, Georgina									0%
Valencia, Jose F.									0%
Valero, Damaris									0%
Vila, Rodolfo									0%
Vogel, Andrew									0%
William Provost Revocable Trust									0%
Wills, Patricio									0%