

P99000025837

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



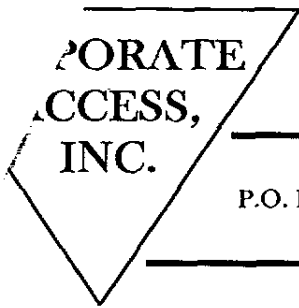
400063488394

01/18/06--01025--018 \*\*43.75

FILED  
2006 JAN 18 PM 1:32  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RECEIVED  
06 JAN 18 AM 10:49  
TALLAHASSEE, FLORIDA

*Amend*  
G. Coulllette JAN 18 2006



"When you need ACCESS to the world"

236 East 6th Avenue . Tallahassee, Florida 32303  
P.O. Box 37066 (32315-7066) ~ (850) 222-2666 or (800) 969-1666 . Fax (850) 222-1666

### WALK IN

PICK UP:

1/18/06 Amend

- ☒ CERTIFIED COPY
- ☐ PHOTOCOPY
- ☐ CUS
- ☒ FILING

Amend

1. DSL Internet Corporation  
(CORPORATE NAME AND DOCUMENT #)

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

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

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

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

6. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AMENDMENT TO THE  
AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF**

**DSL INTERNET CORPORATION**

The undersigned, Mario M. Bustamante, Chief Executive Officer and President of DSL Internet Corporation hereby certifies that:

1. He is the duly elected and acting Chief Executive Officer and President, of DSL Internet Corporation, a Florida corporation.
2. Paragraph C of Article IV of the Amended and Restated Articles of Incorporation of this corporation has been amended and restated in its entirety to read in full as follows:

**C. Series A, B, C, D and E Preferred Stock.**

1. General. The first five series of Preferred Stock shall be designated "Series A Preferred Stock" which shall consist of 13,636,364 shares, \$0.001 par value ("Series A"), "Series B Preferred Stock" which shall consist of 5,555,555 shares, \$0.001 par value ("Series B"), "Series C Preferred Stock" which shall consist of 18,888,889 shares, \$0.001 par value ("Series C"), "Series D Preferred Stock" which shall consist of 44,444,444 shares, \$0.001 par value ("Series D"), and "Series E Preferred Stock" which shall consist of 48,200,000 shares, \$0.001 par value ("Series E"). The rights, preferences, privileges, and restrictions granted and imposed on the Series A, Series B, Series C, Series D and Series E are as follows, which shall not be amended or modified except as provided in this Paragraph C of Article IV (including the protective provisions included in section 5 thereof).

2. Dividend Provisions. The holders of shares of Series A, Series B, Series C, Series D and Series E shall be entitled to receive dividends, out of any assets legally available therefor, payable if, as and when declared by the Board of Directors. In the event that the Corporation shall at any time pay a dividend (other than a dividend payable solely in shares of Common Stock or rights convertible into, or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock) on the Common Stock, the Corporation shall, at the same time, pay to the holders of shares of Series A, Series B, Series C, Series D and Series E (on an as-converted basis), a dividend of the same kind and amount as such dividend on the Common Stock. Unless full dividends on the Series E shall have been paid or declared and a sum sufficient for the payment thereof set apart, no dividend whatsoever (other than a dividend payable solely in shares of Common Stock or rights convertible into, or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock) shall be paid or declared, and no distribution shall be made, on any Series A, Series B, Series C, Series D or Common Stock. Unless full dividends on the Series A shall have been paid or declared and a sum sufficient for the payment thereof set apart, no dividend whatsoever (other than a dividend payable solely in shares of Common Stock or rights convertible into, or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock) shall be paid or declared, and no distribution shall be made, on any Series B, Series C, Series D or Common

FILED  
2006 JAN 18 PM 1:32  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Stock. Unless full dividends on the Series B shall have been paid or declared and a sum sufficient for the payment thereof set apart, no dividend whatsoever (other than a dividend payable solely in shares of Common Stock or rights convertible into, or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock) shall be paid or declared, and no distribution shall be made, on any Series C or Common Stock. Unless full dividends on the Series D shall have been paid or declared and a sum sufficient for the payment thereof set apart, no dividend whatsoever (other than a dividend payable solely in shares of Common Stock or rights convertible into, or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock) shall be paid or declared, and no distribution shall be made, on any Common Stock.

3. Liquidation.

(a) Preference.

- (i) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of the Series E shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of Series A, Series B, Series C, Series D and Common Stock by reason of their ownership thereof, an amount per share equal to \$0.09 per share (as adjusted for any stock dividends, combinations, splits or recapitalizations) for each share of Series E then held by them, plus declared but unpaid dividends on such shares of Series E. If, upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series E shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series E in proportion to the preferential amount each such holder is otherwise entitled to receive.
- (i) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary and after payment of all amounts due to the holders of the Series E, the holders of the Series A shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of Series B, Series C and Common Stock by reason of their ownership thereof, an amount per share equal to \$0.11 per share (as adjusted for any stock dividends, combinations, splits or recapitalizations) for each share of Series A then held by them, plus declared but unpaid dividends on such shares of Series A. If, upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series A shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire assets and funds of the Corporation legally available for distribution shall be distributed

ratably among the holders of the Series A in proportion to the preferential amount each such holder is otherwise entitled to receive.

(ii) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary and after payment of all amounts due to the holders of the Series E and Series A, the holders of the Series B shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to \$0.09 per share (as adjusted for any stock dividends, combinations, splits or recapitalizations) for each share of Series B then held by them, plus declared but unpaid dividends on such shares of Series B. If, upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series B shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series B in proportion to the preferential amount each such holder is otherwise entitled to receive.

(iii) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary and after payment of all amounts due to the holders of the Series E, Series A and Series B, the holders of the Series C shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to \$0.09 per share (as adjusted for any stock dividends, combinations, splits or recapitalizations) for each share of Series C then held by them, plus declared but unpaid dividends on such shares of Series C. If, upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series C shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series C in proportion to the preferential amount each such holder is otherwise entitled to receive.

(iv) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary and after payment of all amounts due to the holders of the Series E, Series A, Series B and Series C, the holders of the Series D shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to \$0.09 per share (as adjusted for any stock dividends, combinations, splits or recapitalizations) for each share of Series D then held by

them, plus declared but unpaid dividends on such shares of Series D. If, upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series D shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series D in proportion to the preferential amount each such holder is otherwise entitled to receive.

(b) Remaining Assets. Upon the completion of the distribution required by subparagraph (a) of this Section C.3 of Article IV, the remaining assets of the Corporation available for distribution shall be distributed to the holders of the Series A, Series B, Series C, Series D, Series E and Common Stock and the holders of the Series A, Series B, Series C, Series D and Series E shall be entitled to participate, together with the holders of Common Stock and the holders of other series of Preferred Stock which are entitled to participate in liquidation distributions ("Participating Preferred"), on a pro rata basis based on the number of shares of Common Stock held by each holder of Common Stock and Series A, Series B, Series C, Series D, Series E and any other Participating Preferred (assuming conversion of all such Series A, Series B, Series C, Series D, Series E and other Participating Preferred).

(c) Certain Acquisitions.

(i) **Deemed Liquidation.** For purposes of this Section C.3 of Article IV, (A) any acquisition of the Corporation by means of merger or other form of corporate reorganization in which more than (50%) of the voting power of the Corporation is disposed of or otherwise transferred, (B) a sale of all or substantially all of the assets of the Corporation or (C) any other transaction or series of related transactions in which more than (50%) of the voting power of the Corporation is disposed of or otherwise transferred shall be treated as a liquidation, dissolution or winding up of the Corporation; provided that this Section C.3(c)(1) of Article IV shall not apply to a merger effected exclusively for the purpose of changing the domicile of the Corporation without affecting the percentage ownership interests in the Corporation.

(ii) **Valuation of Consideration.** In the event of a deemed liquidation as described in Section C.3(c)(1) of Article IV above, if the consideration received by the Corporation is other than cash, its value will be deemed its fair market value. Any securities shall be valued as follows:

(A) Securities not subject to "investment letter" (e.g., federal or state securities laws restrictions) or other similar restrictions on free marketability:

(1) If traded on a securities exchange or The Nasdaq Stock Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the thirty-day period ending three (3) days prior to the closing or the occurrence of the deemed liquidation;

(2) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the thirty-day period ending three (3) days prior to the closing or the occurrence of the deemed liquidation; and

(3) If there is no active public market, the value shall be the fair market value thereof, as determined mutually by the Board of Directors and the holders of at least a majority of the voting power of all then outstanding shares of Series A, Series B, Series C, Series D and Series E Preferred Stock. If the Board of Directors and the holders of at least a majority of the voting power of all then outstanding shares of Series A, Series B, Series C, Series D and Series E Preferred Stock cannot agree on the valuation, the valuation shall be as established by binding arbitration in accordance with the rules of the American Arbitration Association.

(B) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a shareholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in Section C.3(c)(ii)(A) of Article IV to reflect the approximate fair market value thereof, as determined mutually by the Board of Directors and the holders of at least a majority of the voting power of all then outstanding shares of Series A, Series B, Series C, Series D and Series E Preferred Stock. If the Board of Directors and the holders of at least a majority of the voting power of all then outstanding shares of Series A, Series B, Series C, Series D and Series E Preferred Stock cannot agree on the valuation, the valuation shall be as established by binding arbitration in accordance with the rules of the American Arbitration Association.

(iii) **Notice of Transaction.** The Corporation shall give each holder of record of Series A, Series B, Series C, Series D and Series E Preferred Stock written notice of such impending transaction not later than fifteen (15) days prior to the shareholders' meeting called to approve such transaction, or fifteen (15) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this Section 2, and the Corporation shall thereafter give such holders prompt notice of any material changes. The transaction shall in no event take place sooner than fifteen (15) days after the Corporation has given the first notice provided for herein or sooner than fifteen (15) days after the Corporation has given notice of any material changes provided for herein; provided, however, that such periods may be shortened upon the written consent of the holders of at least two-thirds of the Series A, Series B, Series C, Series D and Series E Preferred Stock that are entitled to such notice rights.

(iv) **Effect of Noncompliance.** In the event the requirements of this Section C.3 of Article IV are not complied with, the Corporation shall forthwith either cause the closing of the transaction to be postponed until such time as the requirements of this Section C.3 of Article IV have been complied with, or cancel such transaction, in which event the rights, preferences and privileges of the holders of the Series A, Series B, Series C, Series D and Series E Preferred Stock shall revert to and be the same as such rights, preferences and privileges

existing immediately prior to the date of the first notice referred to in Section C.3(c)(iii) of Article IV hereof.

4. **Redemption.** The Series A, Series B, Series C, Series D and Series E are not redeemable.

5. **Conversion.** The holders of the Series A, Series B, Series C, Series D and Series E shall have conversion rights as follows (the "Conversion Rights"):

(a) **Right to Convert.**

- (i) Subject to Section C.5(c) of Article IV, each share of Series A shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing \$0.11 by the Conversion Price applicable to such share, determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. The price at which shares of Common Stock shall be deliverable upon conversion of shares of the Series A Preferred Stock (the "Conversion Price") shall initially be \$0.11 hper share of Common Stock. Such initial Conversion Price shall be adjusted as hereinafter provided.
- (ii) Subject to Section C.5(c) of Article IV, each share of Series B shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing \$0..09 by the Conversion Price applicable to such share, determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. The price at which shares of Common Stock shall be deliverable upon conversion of shares of the Series B (the "Conversion Price") shall initially be \$0.09 per share of Common Stock. Such initial Conversion Price shall be adjusted as hereinafter provided.
- (iii) Subject to Section C.5(c) of Article IV, each share of Series C shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for such stock, into an equal number of fully paid and nonassessable shares of Common Stock as is determined by dividing \$.09 by the Conversion Price applicable to such share, determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. The price at which shares of Common Stock shall be deliverable upon conversion of shares of the Series C (the "Conversion Price") shall initially be \$0..09 per share of Common Stock. Such initial Conversion Price shall be adjusted as hereinafter provided.



(iv) Subject to Section C.5(c) of Article IV, each share of Series D shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing \$0.09 by the Conversion Price applicable to such share, determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. The price at which shares of Common Stock shall be deliverable upon conversion of shares of the Series D (the "Conversion Price") shall initially be \$0.09 per share of Common Stock. Such initial Conversion Price shall be adjusted as hereinafter provided.

(v) Subject to Section C.5(c) of Article IV, each share of Series E shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for such stock, into such number of fully paid and non-assessable shares of Common Stock as is determined by dividing \$0.09 by the Conversion Price applicable to such share, determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. The price at which shares of Common Stock shall be deliverable upon conversion of shares of the Series E (the "Conversion Price") shall initially be \$0.09 per share of Common Stock. Such initial Conversion Price shall be adjusted as hereinafter provided.

(b) **Automatic Conversion.** Each share of Series A, Series B, Series C, Series D and Series E shall automatically be converted into shares of Common Stock at the Conversion Price at the time in effect for such share immediately upon the earlier of (i) except as provided below in Section C.5(c) of Article IV, the Corporation's closing of the sale of its Common Stock in a public offering pursuant to a registration statement under the Securities Act of 1933, as amended (the "Securities Act"), covering the offer and sale of the Corporation's Common Stock at a price per share of not less than five times the then prevailing Conversion Price (as adjusted for stock splits, reverse stock splits and the like effected after the date of this Agreement) and gross proceeds to the Corporation of at least \$20,000,000 (a "Qualified Public Offering") or (ii) the date specified by written consent or agreement of two-thirds (2/3) of the then outstanding shares of Series A, Series B, Series C, Series D or Series E, the holders of each of the series of preferred shares voting together as a class and the vote of the holders of each of the series of preferred shares being binding only in respect of the series of preferred stock in respect of which they are holders.

(c) **Mechanics of Conversion.**

(i) Before any holder of Series A, Series B, Series C, Series D or Series E shall be entitled to convert the same into shares of Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or

of any transfer agent for such stock, and shall give written notice to the Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of such Series A, Series B, Series C, Series D or Series E to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date.

(ii) If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act, the conversion may, at the option of any holder tendering any such share for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive Common Stock upon conversion of such series of preferred stock shall not be deemed to have converted such preferred stock until immediately prior to the closing of such sale of securities.

**(d) Conversion Price Adjustments of Series A, Series B, Series C, Series D and Series E Preferred Stock for Certain Dilutive Issuances, Splits and Combinations.** The Conversion Price of the Series A, Series B, Series C, Series D and Series E Preferred Stock shall be subject to adjustment from time to time as follows:

(i) **Series A, Series B, Series C, Series D and Series E Adjustment.** Except as provided in subparagraphs (d)(vi), (d)(vii) and (d)(xi) of Section C.5 of Article IV, for the four-year period following the date upon which any shares of Series A, Series B, Series D or Series E were first issued (the "Issuance Date"), the four year period running separately in respect each series from the Issuance Date of such series, if the Corporation shall issue, or is deemed to have issued or sold, any shares of Common Stock (or securities convertible into shares of Common Stock, Options or Convertible Securities) for a consideration per share (on an as-converted or exercised basis, if applicable) less than the Conversion Price of the Series A, Series B, Series C, Series D or Series E in effect immediately prior to the time of such issue or sale, (such number being appropriately adjusted to reflect the occurrence of any event described in subparagraphs (d)(vi) and (d)(vii) Section C.5 of Article IV), then, forthwith upon such issue or sale, the Conversion Price applicable to each share of Series A, Series B, Series C, Series D or Series E, as may be applicable, in effect immediately prior to such issuance shall be reduced to a price equal to the consideration per share of Common Stock (calculated on an as-converted or exercised basis, if applicable) received by the Corporation upon such issuance. Following the termination of the two-year period following the Issuance Date, the Conversion Price applicable to each share of Series A, Series B, Series D or Series E Preferred Stock shall be subject to the adjustments set forth in subparagraph (d)(ii) Section C.5 of Article IV below.

(ii) **Additional Adjustment of Conversion Price.** Except as provided in subparagraphs (d)(vi), (d)(vii) and (d)(xi) of Section C.5 of Article IV, if and whenever the Corporation shall issue or sell, or is deemed to have issued or sold, any shares of Common Stock for a consideration per share less than the Conversion Price applicable to the

Series A, Series B, Series C, Series D or Series E in effect in respect to each such series immediately prior to the time of such issue or sale (such number being appropriately adjusted to reflect the occurrence of any event described in subparagraphs (d)(vi) and (d)(vii) Section C.5 of Article IV), then, forthwith upon such issue or sale, the applicable Conversion Price shall be reduced to the price determined by dividing (i) an amount equal to the sum of (a) the number of shares of Common Stock outstanding immediately prior to such issue or sale (assuming the conversion of all outstanding shares of Series A, Series B, Series C, Series D and Series E, Options (as such term is defined below) and Convertible Securities (as such term is defined below) multiplied by the then existing applicable Conversion Price and (b) the consideration, if any, received by the Corporation upon such issue or sale, by (ii) the total number of shares of Common Stock outstanding immediately after such issue or sale (assuming the conversion of all outstanding shares of Series A, Series B, Series C, Series D, Series E, Options (as such term is defined below) and Convertible Securities (as such term is defined below). Prior to the termination of the two-year period following the Issuance Date, the Conversion Price applicable to each share of Series A, Series B, Series C, Series D or Series E shall not be subject to the adjustments set forth in this subparagraph (d)(ii) of Section C.5 of Article IV, but rather shall be subject to the adjustments set forth in subparagraph (d)(i) of Section C.5 of Article IV above with respect to the matters set forth therein and as otherwise provided in this subparagraph (d) of Section C.5 of Article IV.

For purposes of this subparagraph (d) of Section C.5 of Article IV, the following subclauses shall also be applicable:

(iii) Issuance of Rights or Options. In case at any time the Corporation shall in any manner grant (whether directly or by assumption in a merger or otherwise) any warrants or other rights to subscribe for or to purchase, or any options for the purchase of directly or indirectly, Common Stock or any stock or security convertible into or exchangeable for Common Stock (such warrants, rights or options being called "Options" and such convertible directly or indirectly or exchangeable stock or securities being called "Convertible Securities") whether or not such Options or the right to convert or exchange any such Convertible Securities are immediately exercisable, and the price per share for which Common Stock is issuable upon the exercise of such Options or upon the conversion or exchange of such Convertible Securities (determined by dividing (A) the total amount, if any, received or receivable by the Corporation as consideration for the granting of such Options, plus the minimum aggregate amount of additional consideration payable to the Corporation upon the exercise of all such Options, plus, in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable upon the issue or sale of such Convertible Securities and upon the conversion or exchange thereof, by (B) the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon the conversion or exchange of all such Convertible Securities issuable upon the exercise of such Options) shall be less than the applicable Conversion Price in effect immediately prior to the time of the granting of such Options, then the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon conversion or exchange of the Convertible Securities shall be deemed to be issued or sold for the consideration per share described above, but only if as a result of such adjustment the applicable Conversion Price then in effect hereunder is thereby reduced, and on the expiration of any such Option or the

termination of any such right to convert or exchange such Convertible Securities, the applicable Conversion Price then in effect hereunder shall forthwith be increased to the applicable Conversion Price which would have been in effect at the time of such expiration or termination had such Option or Convertible Securities, to the extent outstanding immediately prior to such expiration or termination, never been issued.

(iv) Issuance of Convertible Securities. In case the Corporation shall in any manner issue (whether directly or by assumption in a merger or otherwise) or sell any Convertible Securities, whether or not the rights to exchange or convert any such Convertible Securities are immediately exercisable, and the price per share for which Common Stock is issuable upon such conversion or exchange (determined by dividing (A) the total amount received or receivable by the Corporation as consideration for the issue or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof, by (B) the total maximum number of shares of Common Stock issuable upon the conversion or exchange of all such Convertible Securities) shall be less than the applicable Conversion Price in effect immediately prior to the time of such issue or sale, then the total maximum number of shares of Common Stock issuable upon conversion or exchange of all such Convertible Securities shall be deemed to have been issued for such price per share as of the date of the issue or sale of such Convertible Securities and thereafter shall be deemed to be outstanding, provided that (a) except as otherwise provided in this subparagraph (d) of Section C.5 of Article IV, no adjustment of the applicable Conversion Price shall be made upon the actual issue of such Common Stock upon conversion or exchange of such Convertible Securities and (b) if any such issue or sale of such Convertible Securities is made upon exercise of any Options to purchase any such Convertible Securities for which adjustments of the applicable Conversion Price have been or are to be made pursuant to other provisions of this subparagraph (d) of Section C.5 of Article IV, no further adjustment of the applicable Conversion Price shall be made by reason of such issue or sale.

(v) Change in Option Price or Conversion Rate. Upon the happening of any of the following events, namely, if the purchase price provided for in any Option referred to in subparagraph (d)(iii) of Section C.5 of Article IV, the additional consideration, if any, payable upon the conversion or exchange of any Convertible Securities referred to in subparagraphs (d)(iii) or (d)(iv) of Section C.5 of Article IV, or the rate at which Convertible Securities referred to in subparagraphs (d)(iii) or (d)(iv) of Section C.5 of Article IV are convertible into or exchangeable for Common Stock shall change at any time (including, but not limited to, changes under or by reason of provisions designed to protect against dilution), the applicable Conversion Price in effect at the time of such event shall forthwith be readjusted to the applicable Conversion Price which would have been in effect at such time had such Options or Convertible Securities still outstanding provided for such changed purchase price, additional consideration or conversion rate, as the case may be, at the time initially granted, issued or sold, but only if as a result of such adjustment the applicable Conversion Price then in effect hereunder is thereby reduced; and on the expiration of any such Option or the termination of any such right to convert or exchange such Convertible Securities, the applicable Conversion Price then in effect hereunder shall forthwith be increased to the applicable Conversion Price which would have been in effect at the time of such expiration or termination had such Option or Convertible

Securities, to the extent outstanding immediately prior to such expiration or termination, never been issued.

(vi) Stock Splits and Dividends. In the event the Corporation should at any time or from time to time after the Issuance Date fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as "Common Stock Equivalents") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Conversion Price of each of the Series A, Series B, Series C, Series D and Series E shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase of the aggregate of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents with the number of shares issuable with respect to Common Stock Equivalents determined from time to time.

(vii) Reverse Stock Splits. If the number of shares of Common Stock outstanding at any time after the Issuance Date is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Conversion Price for each of the Series A, Series B, Series C, Series D and Series E shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

(viii) Consideration for Stock. In case any shares of Common Stock, Options or Convertible Securities shall be issued or sold for cash, the consideration received therefor shall be deemed to be the amount received by the Corporation therefor, without deduction therefrom of any expenses incurred or any customary underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. In case any shares of Common Stock, Options or Convertible Securities shall be issued or sold for consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be deemed to be the fair value of such consideration as determined in good faith by the Board of Directors of the Corporation, without deduction of any expenses incurred or any customary underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. In case any Options shall be issued in connection with the issue and sale of other securities of the Corporation, together comprising one integral transaction in which no specific consideration is allocated to such Options by the parties thereto, such Options shall be deemed to have been issued for such consideration as determined in good faith by the Board of Directors of the Corporation.

(ix) Record Date. In case the Corporation shall take a record of the holders of its Common Stock for the purpose of entitling them (i) to receive a dividend or other distribution payable in Common Stock, Options or Convertible Securities or (ii) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record

date shall be deemed to be the date of the issue or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be. The Corporation shall mail to each holder of Series A, Series B, Series C, Series D and Series E, at least twenty (20) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

(x) Treatment of Additionally Issued Shares. Any additional shares of Series A, Series B, Series C, Series D, Series E and Common Stock, Options or Convertible Securities issued to the holders of Series A, Series B, Series D or Series E pursuant to this subparagraph (d) of Section C.5 of Article IV shall be treated as if they were issued on the Issuance Date and shall reflect any dividends or other distributions which would have accrued or have been payable with respect to, and the application of any anti-dilution, ratable treatment or similar provisions (as set forth in these Articles of Incorporation, applicable law or otherwise) which would have been applicable to such shares of Series A, Series B, Series C, Series D, Series E and Common Stock, Option or Convertible Security had they been issued on the Issuance Date.

(xi) Certain Issues of Securities Excepted. Anything herein to the contrary notwithstanding, the Corporation shall not be required to make any adjustment of the applicable Conversion Price in the case of the issuance of (A) shares of Common Stock issuable upon conversion of the Series A, Series B, Series C, Series D or Series E; (B) up to 47,600,000 shares of Common Stock or Options issued pursuant to the Corporation's stock incentive plan, (C) shares of any series of preferred stock issued as a dividend to holders of such series upon any subdivision or combination of shares of such series; (D) any securities issued in connection with the acquisition by the Corporation of another entity by merger, purchase of all or substantially all of the assets of, or purchase of all or substantially all of the capital stock of such entity if approved by a majority of the Board of Directors, which majority shall include at least one director representative of the holders of Series A, Series B, Series C, Series D or Series E; (E) any securities issued in connection with a commercial bank loan or lease with a financial or lending institution if approved by a majority of the Board of Directors, which majority shall include at least one director representative of the holders of Series A, Series B, Series C, Series D or Series E; (F) shares of Common Stock issued in a Qualified Public Offering; (G) shares of Common Stock issued upon the exercise or conversion of any shares of the Corporation's securities exercisable or convertible into Common Stock outstanding on the date of the filing of the Amendment to the Amended and Restated Articles of Incorporation; (H) warrants issued prior to or in connection with the issuance of the Series E Preferred Stock or the issuance of any Common Stock resulting from the exercise, in whole or in part, of any such warrants; (I) up to 518,518 shares of Common Stock issued to Ruben Perez Sanchez.

(xii) Reorganization or Reclassification. If any capital reorganization, reclassification, recapitalization, consolidation, merger, sale of or substantially all of the Corporation's assets or other similar transaction (any such transaction being referred to herein as an "Organic Change") shall be effected in such a way that holders of Common Stock shall be entitled to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Common Stock, then, as a condition of such Organic

Change, lawful and adequate provisions shall be made whereby each holder of a share or shares of Series A, Series B, Series C, Series D and Series E shall thereupon have the right to receive, upon the basis and upon the terms and conditions specified herein and in lieu of or in addition to, as the case may be, the shares of Common Stock immediately theretofore receivable upon the conversion of such share or shares of Series A, Series B, Series C, Series D and Series E, such shares of stock, securities or assets as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Common Stock equal to the number of shares of such Common Stock immediately theretofore receivable upon such conversion had such Organic Change not taken place, and in any case of a reorganization or reclassification only appropriate provisions shall be made with respect to the rights and interests of such holder to the end that the provisions hereof (including without limitation provisions for adjustments of the applicable Conversion Price) shall thereafter be applicable, as nearly as may be, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise of such conversion rights.

(xiii) No Impairment. The Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section C.5 of Article IV and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of Series A, Series B, Series C, Series D and Series E against impairment.

(xiv) No Fractional Shares and Certificate as to Adjustments.

(A) No fractional shares shall be issued upon the conversion of any share or shares of the Series A, Series B, Series C, Series D and Series E, and the number of shares of Common Stock to be issued shall be rounded to the nearest whole share. The number of shares issuable upon such conversion shall be determined on the basis of the total number of shares of Series A, Series B, Series C, Series D and Series E the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such aggregate conversion.

(B) Upon the occurrence of each adjustment or readjustment of the Conversion Price of Series A, Series B, Series D or Series E pursuant to this Section 4, the Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of such Series A, Series B, Series D or Series E a certificate setting forth such adjustment or readjustment (including the computation thereof) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Series A, Series B, Series D or Series E, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Price for such Series A, Series B, Series D or Series E at the time in effect, and (C) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of a share of such Series A, Series B, Series D or Series E.

(xv) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A, Series B, Series C, Series D and Series E, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of such Series A, Series B, Series C, Series D and Series E; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of such Series A, Series B, Series C, Series D and Series E Preferred Stock, in addition to such other remedies as shall be available to the holder of such Series A, Series B, Series C, Series D or Series E, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to these Articles.

(xvi) Notice of Adjustment. Upon any adjustment of a Conversion Price, then and in each such case the Corporation shall give written notice thereof, by first class mail, postage prepaid, or by facsimile transmission to non-U.S. residents, addressed to each holder of shares of Series A, Series B, Series C, Series D and Series E at the address of such holder as shown on the books of the Corporation, which notice shall state the applicable Conversion Prices resulting from such adjustment, setting forth in reasonable detail the method upon which such calculation is based.

## **6. Voting Rights.**

(a) The holder of each share of Series A, Series B, Series C, Series D and Series E shall have the right to one vote for each share of Common Stock into which such Series A, Series B, Series C, Series D or Series E could then be converted, and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any shareholders' meeting in accordance with the bylaws of the Corporation, and shall be entitled to vote, together with holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Series A, Series B, Series C, Series D or Series E held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

(b) The Board of Directors shall consist of nine (9) members. The holders of Series A, Series B, Series C, Series D and Series E, voting together as one class, shall be entitled to elect two (3) members of the Board of Directors. The holders of the Common Stock, as a class, shall be entitled to elect the remaining members of the Board of Directors, subject to the approval of the holders of a majority of the outstanding shares of Series A, Series B, Series C, Series D and Series E, which consent shall not be unreasonably withheld or delayed. In the case of a vacancy in the office of any director occurring among the directors elected by the holders of Series A, Series B, Series C, Series D and Series E, such vacancy shall be filled by the affirmative vote of a majority of the outstanding shares of Series A, Series B, Series C, Series D



and Series E. Any director elected by the holders of a particular class or series of stock may be removed during such director's term of office, either for or without cause, by and only by the affirmative vote of the holders of a majority of the outstanding shares of such class or series of stock given at a special meeting of shareholders duly called or by an action by written consent for that purpose.

7. **Protective Provisions.** So long as any shares of Series A, Series B, Series C, Series D or Series E are outstanding, the Corporation shall not without first obtaining the approval (by vote or written consent, as provided by law) of the holders of at least two-thirds (2/3) of the then outstanding shares of Series A, Series B, Series C, Series D or Series E, the holders of shares of any one series being entitled to vote only in respect of the matters that are pertinent to such series:

(a) alter or change or amend the rights, preferences or privileges of any of the shares of Series A, Series B, Series C, Series D or Series E;

(b) authorize, create (by reclassification or otherwise) or issue, or obligate itself to issue, any other equity security (including any security convertible into or exercisable for any equity security) senior to or on a parity with the Series A, Series B, Series C, Series D or Series E as to dividend rights or redemption rights or liquidation preferences, other than an issuance pursuant to the existing employee stock incentive plan or a conversion of any part of the Corporation's outstanding debt to equity;

(c) make, declare or pay any dividend or distribution upon, or redeem, purchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose), any share or shares of Series A, Series B, Series C, Series D, Series E or Common Stock or other security of the Company; provided, however, that this restriction shall not apply to the repurchase of shares of Common Stock from employees, officers, directors, consultants or other persons performing services for the Corporation or any subsidiary pursuant to agreements under which the Corporation has the option to repurchase such shares at cost upon the occurrence of certain events, such as the termination of employment, or through the exercise of any right of first refusal which shares are granted or sold to such persons pursuant to a plan or arrangement approved by the Board of Directors, provided further that such repurchases shall not exceed \$25,000 in any twelve-month period unless at least one member of the Board of Directors of the Corporation voting in favor of such repurchase is one of the directors appointed by the holders of the Series A, Series B, Series C, Series D and Series E Preferred Stock;

(d) amend or waive any provision of the Bylaws or Articles of Incorporation in a way that directly or indirectly affects the Series A, Series B, Series C, Series D or Series E;

(e) sell, convey, or otherwise dispose of or encumber all or substantially all of its assets or property or business or merge into or consolidate with any other corporation (other than a wholly-owned subsidiary corporation) or effect any other transaction or series of related transactions in which more than fifty percent (50%) of the voting power of the Corporation is disposed of or otherwise transferred, provided that this

Section C.7(e) of Article IV shall not apply to a merger effected exclusively for the purpose of changing the domicile of the Corporation without affecting the percentage ownership interests in the Corporation; and

(f) increase the number of shares reserved for issuance under any stock option plan of the Corporation.

8. **Status of Converted Stock.** In the event any shares of Series A, Series B, Series C, Series D or Series E shall be converted pursuant to Section 4 hereof, the shares so converted shall be canceled and shall not be issuable by the Corporation. The Articles of Incorporation of the Corporation shall be appropriately amended to effect the corresponding reduction in the Corporation's authorized capital stock.

.....

.....

3. Paragraph A of Article IV of the Amended and Restated Articles of Incorporation of this corporation has been amended and restated in its entirety to read in full as follows:

**A. Classes of Stock.** The Corporation is authorized to issue two classes of capital stock to be designated respectively Preferred Stock ("**Preferred Stock**") and Common Stock ("**Common Stock**"). The total number of shares of capital stock the Corporation has authority to issue is Three hundred ninety five million, ninety one thousand, two hundred forty six (395,091,246) shares, consisting of One Hundred Thirty Million, Seven Hundred Twenty Five Thousand, Two Hundred Fifty Three(130,725,253) shares of Preferred Stock and Two hundred sixty four million, three hundred sixty five thousand, nine hundred ninety three (264,365,993) shares of Common Stock, par value \$0.001 per share.

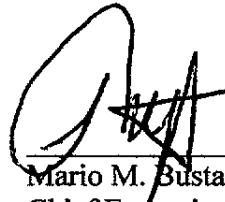
.....

4. The foregoing amendment and restatement has been approved by the Board of Directors of this corporation and by all of the shareholders of the Corporation effective as of November 15<sup>th</sup> 2003.

5. This restatement contains amendments which require shareholder approval. Such amendments were approved by the holders of the requisite number of shares of this corporation in accordance with Sections 607.1001, 607.1003 and 607.1007 of the Florida Business Corporation Law.

[signatures continued on next page]

IN WITNESS WHEREOF, the undersigned President of the Corporation has executed these Articles of Amendment this 15<sup>th</sup> day of November, 2003, effective as of November 15<sup>th</sup>, 2003

A handwritten signature in black ink, consisting of a large, stylized 'M' followed by a series of sharp, intersecting strokes.

---

Mario M. Bustamante  
Chief Executive Officer and President

**RESOLUTIONS OF  
DSL INTERNET CORPORATION  
ADOPTED BY UNANIMOUS WRITTEN CONSENT**

The undersigned, being all of the directors, all of the common shareholders and all of the holders of the preferred stock of DSL Internet Corporation, a Florida corporation (the "Corporation"), hereby adopt the following resolutions by unanimous written consent in lieu of meeting on November 15, 2003:

WHEREAS, certain investors (the "Investors") have offered to purchase from the Company certain shares of the Company's Series E Preferred Stock, \$0.001 par value per share (the "Series E Shares") and Warrants in accordance with the terms and conditions of the Series E Preferred Stock Purchase Agreement (the "Purchase Agreement") a copy of which is attached hereto as Exhibit A.

WHEREAS, it is in the best interest of the Company that the Company accept the offer extended by Investors and that the Corporation offer for sale up to 50,000,000 shares of the Corporation's Series E Shares;

WHEREAS, as a result of the offering price of the Series E Shares the holders of the Corporation's Series A Preferred Stock, \$0.001 par value per share (the "Series A Shares"), Series B Preferred Stock, \$0.001 par value per share (the "Series B Shares"), Series C Preferred Stock, \$0.001 par value per share (the "Series C Shares") and Series D Preferred Stock, \$0.001 par value per share (the "Series D Shares" and collectively with the Series A Shares, the Series B Shares, the Series C Shares and the Series E Shares, the "Preferred Shares") have incurred substantial dilution;

WHEREAS, it is in the best interests of the Corporation to reduce the aggregate number of shares currently outstanding; now, therefore, be it

RESOLVED, that the Articles of Incorporation of the Corporation are hereby amended as set forth in the Amendment to the Amended and Restated Articles of Incorporation a copy of which is attached hereto as Exhibit B (the "Amended Articles"); and it is further

RESOLVED, that the President of the Corporation is hereby authorized and instructed to file the Amended Articles with the office of the Secretary of State of the State of Florida; and it is further

RESOLVED, that there shall be a reverse stock split of the Corporation's Common Stock such that for every three shares of the Corporation's Common Stock, \$0.001 par value per share currently outstanding or with respect to which warrants or options have previously been issued, the holder of such shares,

warrants or options shall be deemed to hold one share of Common Stock or a warrant or option for the purchase of one share of Common Stock;

RESOLVED, that after taking into consideration the effects of the reverse stock split and the dilution incurred by the holders of the Series A, Series B, Series C, and Series D Preferred Shares, the aggregate number of Shares issued and outstanding under each such Series shall be converted into the aggregate number of shares for each such Series shown in the Amended Articles which shall be distributed to the holders of each of such holders of such series of Preferred Shares;

RESOLVED, that Company is hereby authorized to consummate the transactions contemplated by the terms of the Purchase Agreement, and the Board of this Company having determined that the consideration offered is of a value at least equal to the full par value of the stock to be issued therefore, the Board hereby authorizes the issuance of (x) up to 50,000,000 shares of the Company's Series E Shares and (y) Warrants to purchase up to 50,000,000 shares of the Company's Common Stock, \$0.001 par value per share (the "Warrants," and collectively with the Series E Shares, the "Securities"), all subject to and in accordance with the terms and conditions of the Purchase Agreement, and upon delivery, in full, to the Company of the consideration offered, the officers of the Company be, and they hereby are, directed to issue and deliver to the Investors an appropriate stock certificate reflecting ownership of the shares so purchased, said shares to be fully paid and nonassessable.

RESOLVED, that the Company shall enter into the Investors' Rights Agreement (the "Rights Agreement") and Right of First Refusal and Co-Sale Agreement (the "Co-Sale Agreement") and the officers of the Company are hereby authorized and instructed to execute and deliver, for and on behalf of the Company the Rights Agreement in form and substance as attached to the Purchase Agreement.

RESOLVED, that the officers of the Company are hereby authorized and instructed to execute and deliver for and on behalf of the Company any officers' certificates or other required documents to consummate the transactions contemplated by the Purchase Agreement and to file with the appropriate governmental officials any and all certificates and instruments necessary or appropriate to create the Series E Preferred Shares.

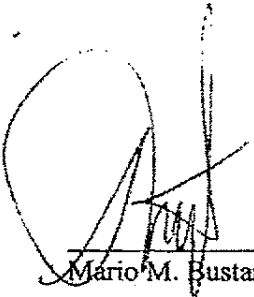
RESOLVED, that the holders of the Common Stock hereby elect the following persons to be the directors appointed by the holders of Common Stock for a term of one year and until their successors are duly elected and qualified:

Mario Bustamante  
Juan T. O'Naghten  
Gabriel Bustamante  
Stuart Ogilvy  
Mark Harris  
Ricardo Vadia

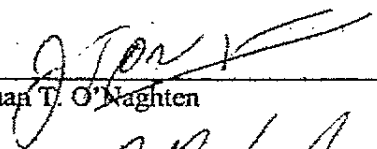
RESOLVED, that the holders of the Preferred Shares hereby elect Keir Kleinknecht to be one of the directors appointed by the holders of Preferred Shares for a term of one year and until his successors is duly elected and qualified, the balance of such directors to be elected in the future at the discretion of the holders of Preferred Shares.

[signatures continued on next page]

[signatures to resolutions dated November 15, 2003]

  
Mario M. Bustamante

  
Gabriel Bustamante

  
Juan T. O'Naghten

Vincente A. Vazquez

  
Ruben Perez

  
Mark Harris

  
Keir Kleinknecht

E-Goo Ventures, L.P.

By: E-GOO Management, LLC  
Its General Partner

By:

  
Name: Keir Kleinknecht  
Title: Managing Partner

Regal Consulting, Inc.

By:


  
Keir Kleinknecht President

Knight Investments, L.P.

By: Knight Haven Management,  
LLC

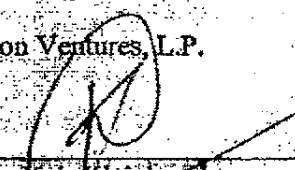
Its General Partner

By:

  
Name: Peter Kleinknecht  
Title:

Voltron Ventures, L.P.

By:

  
Name: Keir Kleinknecht

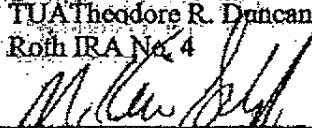
Title: Managing Partner

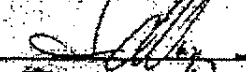
Equitable Trust Company, Trustee

TUA Theodore R. Duncan, Jr.

Roth IRA No. 4

By:

  
Name: M. KIRK COBEY, JR.  
Title: PRESIDENT

By:   
James Vazquez