

P99000048649

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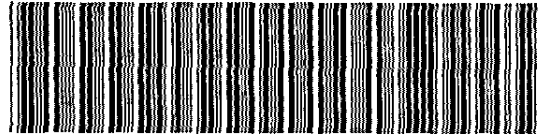
(Business Entity Name)

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Amend & Rest.

C. Coullente FEB 16 2007

Sonotek Research

Requester's Name

Address

City/State/Zip

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656-5454

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

1. Latin Node, Inc.
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)



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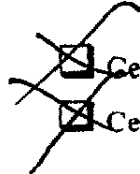
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Certificate of Status

NEW FILINGS



Profit



Not for Profit



Limited Liability



Domestication



Other

OTHER FILINGS



Annual Report



Fictitious Name

AMENDMENTS



Amendment Restated



Resignation of R.A., Officer/Director



Change of Registered Agent



Dissolution/Withdrawal



Merger

REGISTRATION/QUALIFICATION



Foreign



Limited Partnership



Reinstatement



Trademark



Other

Examiner's Initials



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 15, 2007

SUNSTATE RESEARCH

TALLAHASSEE, FL

SUBJECT: LATIN NODE, INC.
Ref. Number: P99000048649

*Corrected
Please see page 12
for doc. Please have
dated 02/15/07
Thanks!*

We have received your document for LATIN NODE, INC. and check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The date of adoption/authorization of this document must be a date on or prior to submitting the document to this office, and this date must be specifically stated in the document. If you wish to have a future effective date, you must include the date of adoption/authorization and the effective date. The date of adoption/authorization is the date the document was approved.

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

If you have any questions concerning the filing of your document, please call (850) 245-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 107A00011428

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FLORIDA
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
LATIN NODE, INC.

FILED
07 FEB 15 PM 4:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Latin Node, Inc., a Florida corporation (the "Company"), hereby amends and restates its Articles of Incorporation in their entirety as follows:

ARTICLE I.
NAME

The name of the corporation shall be Latin Node, Inc.

ARTICLE II.
PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office address and mailing address of the Company is: 9800 NW 41st Street, Suite 200, Miami, Florida 33178.

ARTICLE III.
CAPITAL STOCK

1. The total number of shares which this Company is authorized to issue is forty million (40,000,000) shares, of which twenty five million (25,000,000) shares shall be common stock, par value \$0.001 per share (the "Common Stock"), and fifteen million (15,000,000) shares shall be preferred stock, par value \$0.001 per share (the "Preferred Stock"). The Board of Directors shall fix the consideration to be received for each share. Such consideration shall consist of any tangible or intangible property or benefit to the Company, including cash, promissory notes, services performed or written promises to perform services and shall have a value, in the judgment of the directors, equivalent to or greater than the full value of the shares.

The designations, preferences, privileges and powers and relative, participating, optional or other special rights and qualifications, limitations or restrictions of the above classes of capital stock shall be as follows:

2. Common Stock. Each share of Common Stock shall be equal to every other share of Common Stock. The holders of shares of Common Stock shall be entitled to one vote for each share of Common Stock on each matter submitted to a vote of the shareholders of the Company.

3. Preferred Stock. The Preferred Stock shall be issued in one or more series. The Board of Directors of the Company is hereby expressly authorized to issue the shares of Preferred Stock in such series and to fix from time to time before issuance the number of shares to be included in any series and the designation, relative rights, preferences and limitations of all shares of such series. The authority of the Board of Directors with respect to each series shall include, without limitation thereto, the determination of any or all of the following, and the shares of each series may vary from the shares of any other series in the following respects:

- (a) the number of shares constituting such series and the designation thereof to distinguish the shares of such series from the shares of all other series;
- (b) the annual dividend rate on the shares of that series and whether such dividends shall be cumulative and, if cumulative, the date from which dividends shall accumulate;
- (c) the redemption price or prices for the particular series, if redeemable, and the terms and conditions of such redemption;
- (d) the preference, if any, of shares of such series in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Company;
- (e) the voting rights, if any, in addition to the voting rights prescribed by law and the terms of exercise of such voting rights;
- (f) the right, if any, of shares of such series to be converted into shares of any other series or class and the terms and conditions of such conversion; and
- (g) any other relative rights, preferences and limitations of that series.

ARTICLE IV.
DESIGNATION OF PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS
OF
SERIES A 10% CUMULATIVE CONVERTIBLE PREFERRED STOCK

1. Designation of Series. Fifteen million (15,000,000) shares of the Preferred Stock of the Company shall constitute a series of Preferred Stock designated as Series A 10% Cumulative Convertible Preferred Stock (the "Series A Preferred Stock"). The stated value per share of the Series A Preferred Stock (the "Stated Value Per Share") shall be \$2.50. With respect to the payment of dividends and other distributions on the capital stock of the Company, including a distribution of the assets of the Company upon liquidation, dissolution, or winding up of the affairs of the Company, (i) the Series A Preferred Stock shall rank senior to all classes of Common Stock and all other classes or series of Preferred Stock of the Company, whether now existing or hereafter created.

2. Dividends. Dividends shall not be payable on the Series A Preferred Stock except as provided in this Section 2.

(a) The annual dividend rate on each share of Series A Preferred Stock shall be equal to 10% of the Stated Value Per Share (subject to appropriate adjustment in the event of any stock split, stock dividend, combination, reclassification of shares, or similar event) for each share of Series A Preferred Stock then-outstanding, calculated on the basis of a 360-day year consisting of twelve 30-day months ("Series A Dividends"). Series A Dividends shall be cumulative and shall begin to accrue and shall accumulate (to the extent not otherwise declared and paid as set forth herein) from the date of issuance of each such share of the Series A Preferred Stock, whether or not declared. All dividends and other required payments to or distributions on Series A Preferred Stock shall be payable in cash or, at the option of the holders

of no less than fifty (50%) percent of the outstanding and issued Series A Preferred Stock, as a PIK Dividend, and all Series A Dividends paid with respect to the Series A Preferred Stock shall be paid pro rata to the holders of the Series A Preferred Stock entitled to such dividends. For the purpose of this provision, the term "PIK Dividend" means a dividend paid in additional fully paid and non-assessable shares of Series A Preferred Stock. A PIK Dividend shall be paid by delivering to a record holder of Series A Preferred Stock a number of shares of Series A Preferred Stock equal to (i) the number of shares of Series A Preferred Stock held by such holder on the applicable Dividend Payment Record Date, multiplied by (ii) ten percent (10%). The Company shall not issue fractional shares of Series A Preferred Stock to which holders may become entitled pursuant to this subparagraph, but in lieu thereof, the Company shall at the option of the holder either (i) deliver its check in an amount equal to the applicable fraction of one (1) share of Series A Preferred Stock multiplied by the Stated Value Per Share (adjusted for stock splits, subdivisions, combinations or other similar transactions) (the "PIK Cash Dividend Payment") or (ii) defer delivery of the fractional PIK Cash Dividend Payment to the holder and apply such amount to PIK Dividends issued to such holder on the subsequent Dividend Payment Date.

(b) In the event that the Board shall declare a dividend or other distribution with respect to earnings and profits derived from the operations of the Company payable upon the then outstanding shares of Common Stock (other than a stock dividend on the Common Stock payable solely in the form of additional shares of Common Stock), the holders of the Series A Preferred Stock shall be entitled to the amount of dividends or other distributions per share of Series A Preferred Stock as would be declared payable on the largest number of whole shares of Common Stock into which each share of Series A Preferred Stock then held by each holder thereof could be converted pursuant to the provisions of paragraph 6 hereof, such number to be determined as of the record date for the determination of holders of Common Stock entitled to receive such dividends or other distributions.

3. Dividend Payment Date. The Board of Directors may fix a record date (each, a "Dividend Payment Record Date") for the determination of holders of shares of Series A Preferred Stock entitled to receive payment of any Series A Dividends. The Dividend Payment Record Date shall not be more than sixty (60) days, nor less than ten (10) days prior to the date on which any such dividend is paid (each such date, a "Dividend Payment Date"). No Dividend Payment Record Date shall precede the date of the resolution fixing such Dividend Payment Record Date. Until all dividends on the Series A Preferred Stock shall have been declared and paid in full or contemporaneously are declared and a sum of money sufficient for payment have been set aside therefor: (i) no dividends shall be declared, paid, or set aside for payment of any dividends on any other class or series of common or preferred stock, whether now existing or hereafter created, (ii) no distribution shall be made on any shares of any other class or series of Common or Preferred Stock, whether now existing or hereafter created, or on any shares of Common Stock, and (iii) no Common Stock or any other class or series of Preferred Stock, whether now existing or hereafter created, may be redeemed, purchased, retired, or otherwise acquired by the Company for any consideration (or any monies paid for the account of, or set aside for payment for, or paid or made available for a sinking or similar fund, for such purposes), except for acquisitions of Common Stock by the Company pursuant to agreements which permit the Company to repurchase such shares upon termination of employment by or services to the Company or in exercise of the Company's right of first refusal upon a proposed transfer thereof.

4. Liquidation Rights.

(a) In the event of any liquidation, dissolution or winding up of the affairs of the Company, whether voluntary or involuntary, after payment or provision for payment of the debts and other liabilities and obligations of the Company, the holders of each share of Series A Preferred Stock then outstanding shall be entitled to be paid out of the net assets of the Company available for distribution to its shareholders, before any payment or declaration and setting apart for payment of any amount shall be made in respect of the Common Stock or any other class or series of common or preferred stock, the greater of (i) an amount equal to the actual purchase price paid per share of Series A Preferred Stock outstanding (appropriately adjusted for stock splits, stock dividends and similar transactions), including all unpaid and cumulated dividend amounts, to and including the date full payment shall be tendered to the holders of the Series A Preferred Stock with respect to such liquidation, dissolution or winding up (the "Series A Liquidation Preference") or (ii) such amount as would otherwise be distributable to such holder had such holder held, on the date of the first such distribution, the number of shares of Common Stock into which its Series A Preferred Stock would have been convertible upon exercise of the conversion rights described in paragraph 6 hereof. If the amount available for such distribution is insufficient to pay the full Series A Liquidation Preference, then no amount shall be distributed to the holders of shares of Common Stock and the assets available for distribution shall be distributed ratably among the holders of the Series A Preferred Stock in proportion to the full Series A Liquidation Preference each holder is otherwise entitled to receive.

(b) A (i) consolidation or merger of the Company with or into any other entity in which the holders of the Company's outstanding capital stock immediately before such consolidation or merger do not, immediately after such consolidation or merger, retain stock or other equity interests representing a majority of the voting power of the surviving entity of such consolidation or merger; or (ii) sale of all or substantially all of the assets of the Company (any of the foregoing events referred to in items (i) and (ii) above are herein referred to as a "Sale Transaction"), shall each be deemed to be a liquidation, dissolution or winding up of the Company as those terms are used in this paragraph 4. Notwithstanding the foregoing, by vote or written consent of the holders of a majority of the Series A Preferred Stock then outstanding, such holders may elect on behalf of all of the holders of Series A Preferred Stock (A) to waive the right to treat any of the foregoing events as a deemed liquidation or (B) to receive the benefits of the provisions of paragraph 6(h) in lieu of a deemed liquidation pursuant to this paragraph 4, which election shall be binding upon all holders of Series A Preferred Stock.

(c) If any assets of the Company distributed to shareholders in connection with any liquidation, dissolution, or winding up of the Company are other than cash, then the value of such assets shall be their fair market value as determined in good faith by the Company's Board of Directors, except that any securities to be distributed to shareholders in a liquidation, dissolution, or winding up of the Company shall be valued as follows:

(1) The method of valuation of securities not subject to investment letter or other similar restrictions on free marketability shall be as follows:

(A) if the securities are then traded on a national securities exchange, the NASDAQ Global Market (or a similar national quotation system) or the NASDAQ

Capital Market, then the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the 30-day period ending three (3) days prior to the distribution; and

(B) if actively traded over-the-counter, then the value shall be deemed to be the average of the closing bid prices over the 30-day period ending three (3) days prior to the closing of such merger, consolidation or sale; and

(C) if there is no active public market, then the value shall be the fair market value thereof, as determined in good faith by the Board of Directors of the Company (with the consent of the Series A Designees if then serving, which shall not be unreasonably withheld).

(2) The method of valuation of securities subject to investment letter or other similar restrictions on free marketability shall be to make an appropriate discount from the market value determined as above in (A), (B) or (C) of subparagraph (c)(1) to reflect the approximate fair market value thereof, as determined in good faith by the Board.

5. Voting Rights.

(a) Series A Preferred Stock. Except as otherwise expressly provided herein or as required by law, the holders of each share of Series A Preferred Stock shall be entitled to vote on all matters upon which holders of Common Stock have the right to vote, and with respect to such vote shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws of the Company, and shall be entitled to a number of votes equal to the largest number of full shares of Common Stock into which such shares of Series A Preferred Stock could be converted, pursuant to the provisions of paragraph 6 hereof, at the record date for the determination of shareholders entitled to vote on such matters or, if no such record date is established, at the date such vote is taken or any written consent of shareholders is solicited.

(b) General. Except as otherwise expressly provided herein or to the extent class or series voting is otherwise required by law or agreement, the holders of shares of the Series A Preferred Stock and Common Stock shall vote together as a single class and not as separate classes on all matters.

(c) Election of Directors. So long as any shares of Series A Preferred Stock remain outstanding, the holders of the Series A Preferred Stock, voting as a separate class, exclusive of all other shareholders, shall be entitled to elect two (2) directors of the Company (the "Series A Designees").

6. Conversion. The holders of the Series A Preferred Stock shall have the following conversion rights:

(a) Right to Convert. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such shares, at the office of the Company or any transfer agent for the Series A Preferred Stock or Common Stock, into fully paid and nonassessable shares of Common Stock, at the Conversion

Price (as hereafter defined) therefor in effect at the time of conversion determined as provided herein.

(b) Conversion Price. Each share of Series A Preferred Stock shall be convertible into the number of shares of Common Stock that results from dividing the Original Issue Price by the Conversion Price applicable to such share, in effect at the time of conversion. The Conversion Price shall be subject to adjustment from time to time as provided herein.

(c) Mechanics of Conversion. Before any holder of Series A Preferred Stock shall be entitled to convert the same into shares of Common Stock, the holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or of any transfer agent for the Series A Preferred Stock or Common Stock and shall give written notice by mail, postage prepaid, to the Company at such office that such holder elects to convert the same and shall state therein the number of shares of Series A Preferred Stock being converted and the name or names in which the certificate or certificates for shares of Common Stock are to be issued. Thereupon the Company shall promptly issue and deliver at such office to such holder of Series A Preferred Stock 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.

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 Series A Preferred Stock 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 accumulated holders of such shares of Common Stock on such date.

(d) Adjustment for Stock Splits and Combinations. If the Company shall at any time or from time to time after the Original Issue Date effect a subdivision of the outstanding Common Stock, the Conversion Price then in effect immediately before that subdivision shall be proportionately decreased; conversely, if the Company shall at any time or from time to time after the Original Issue Date reduce the outstanding shares of Common Stock by combination or otherwise, the Conversion Price then in effect immediately before the combination shall be proportionately increased. Any adjustment under this paragraph 6(d) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(e) Adjustment for Certain Dividends and Distributions. In the event the Company at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in additional shares of Common Stock, then and in each such event the Conversion Price for the Series A Preferred Stock then in effect shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Conversion Price for the Series A Preferred Stock then in effect by a fraction;

(1) The numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date; and

(2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, plus the number of shares of Common Stock issuable in payment of such dividend or distribution;

provided, however, if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Price for the Series A Preferred Stock shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price for the Series A Preferred Stock shall be adjusted pursuant to this paragraph 6(e) as of the time of actual payment of such dividends or distributions.

(f) Adjustments for Other Dividends and Distributions. In the event the Company at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Company other than shares of Common Stock, then and in each such event provision shall be made so that the holders of Series A Preferred Stock shall receive upon conversion thereof in addition to the number of shares of Common Stock receivable thereupon, the amount of securities of the Company that they would have received had their Series A Preferred Stock been converted into Common Stock on the date of such event and had thereafter, during the period from the date of such event to and including the conversion date, retained such securities receivable by them as aforesaid during such period giving application to all adjustments called for during such period under this paragraph 6 with respect to the rights of the holders of the Series A Preferred Stock.

(g) Adjustment for Reclassification, Exchange or Substitution. If the Common Stock issuable upon the conversion of the Series A Preferred Stock shall be changed into the same or different number of shares of any class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares or stock dividend provided for above, or a reorganization, merger, consolidation or sale of assets provided for elsewhere in this paragraph 6), then and in each such event the holder of each share of Series A Preferred Stock shall have the right thereafter to convert such share into the kind and amounts of shares of stock and other securities and property receivable upon such reorganization, reclassification or other change, by holders of the numbers of shares of Common Stock into which such shares of Series A Preferred Stock might have been converted immediately prior to such reorganization, reclassification or change, all subject to further adjustment as provided herein.

(h) Adjustment for Reorganization, Mergers, Consolidations or Sales of Assets. If at any time or from time to time there shall be a capital reorganization of the Common Stock (other than a subdivision, combination, reclassification or exchange of shares provided for elsewhere in this paragraph 6) or a merger or consolidation of the Company with or into another entity, or the sale of all or substantially all the Company's properties and assets to any other person, and if as a part of such reorganization, merger, consolidation or sale, the Series A Preferred Stock is not cancelled, exchanged, redeemed or otherwise retired, then provision shall be made so that the holders of the Series A Preferred Stock shall thereafter be entitled to receive upon conversion of the Series A Preferred Stock the number of shares of stock or other securities

or property of the Company, or of the successor entity resulting from such merger or consolidation or sale, to which a holder of that number of shares of Common Stock deliverable upon conversion of the Series A Preferred Stock would have been entitled on such capital reorganization, merger, consolidation or sale. In any such case, appropriate adjustment shall be made in the application of the provisions of this paragraph 6 with respect to the rights of the holders of the Series A Preferred Stock after the reorganization, merger, consolidation or sale to the end that the provisions of this paragraph 6 (including adjustment of the Conversion Price then in effect and the number of shares purchasable upon conversion of the Series A Preferred Stock) shall be applicable after that event as nearly equivalent as may be practicable. In the event of the occurrence of a capital reorganization, merger or consolidation of the Company or the sale of all or substantially all its assets and properties as such events are more fully set forth in this paragraph 6(h), the holders of at least a majority of the Series A Preferred Stock shall have the option of electing, on behalf of all of the holders of Series A Preferred Stock, treatment of all shares of Series A Preferred Stock under either this paragraph 6(h) or paragraph 4 hereof, notice of which election shall be submitted in writing to the Company at its principal office no later than ten (10) days before the effective date of such event. Such election shall be binding upon all holders of Series A Preferred Stock.

(i) Definition. The term "Additional Shares of Common Stock" as used herein shall mean all shares of Common Stock issued or deemed issued by the Company after the Original Issue Date, whether or not subsequently reacquired or retired by the Company, other than:

(1) shares of Common Stock issued upon conversion of the Series A Preferred Stock;

(2) shares of Common Stock issued to employees, consultants or other persons performing services for the Company (if issued solely because of any such person's status as an employee, consultant or other person performing services for the Company and not as part of any offering of the Company's securities) pursuant to any stock option plan, stock purchase plan, management incentive plan, consulting agreement or arrangement or other contract or undertaking approved by the Board, including the Series A Designees if then serving;

(3) shares of Common Stock issued in connection with a merger, consolidation, acquisition or similar business combination approved by the Board, including the Series A Designees if then serving;

(4) shares of Common Stock issued pursuant to any equipment leasing or loan arrangement, or debt financing from a bank or similar financial institution approved by the Board, including the Series A Designees if then serving; and

(5) shares of Common Stock issued in connection with strategic transactions involving the Company and other entities, including joint venture, marketing or distribution arrangements or technology transfer or development arrangements, provided that such strategic transactions and the issuance of securities therein have been approved by the Board, including the Series A Designees if then serving.

(j) Certificate of Adjustment. In each case of an adjustment or readjustment of the Conversion Price for the number of shares of Common Stock or other securities issuable upon conversion of the Series A Preferred Stock, the Company shall compute such adjustment or readjustment in accordance herewith and prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to each registered holder of the Series A Preferred Stock at the holder's address as shown in the Company's books. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which adjustment or readjustment is based including a statement of (1) the consideration received or to be received by the Company for any Additional Shares of Common Stock issued or sold or deemed to have been issued or sold, (2) the Conversion Price at the time in effect for each series of the Series A Preferred Stock and (3) the number of Additional Shares of Common Stock and the type and amount, if any, or other property which at the time would be received upon conversion of the Series A Preferred Stock.

(k) Notices of Record Date. In the event of (1) any taking by the Company of a record of the holders of any class or series of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution or (2) any reclassification or recapitalization of the capital stock of the Company, any merger or consolidation of the Company, or any transfer of all or substantially all the assets of the Company to any other corporation, entity or person, or any voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, the Company shall mail to each holder of Series A Preferred Stock at least thirty (30) days prior to the record date specified therein, a notice specifying (A) the date on which any such record is to be taken for the purpose of such dividend or distribution, (B) the date on which any such reorganization, reclassification, transfer, consolidation, merger, dissolution, liquidation or winding up is expected to become effective and (C) the time, if any is to be fixed, as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such reorganization, reclassification, transfer, consolidation, merger, dissolution, liquidation or winding up.

(l) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of shares of Series A Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Company shall pay cash equal to the product of such fraction multiplied by the fair market value of one share of the Company's Common Stock on the date of conversion, as determined in good faith by the Board. Whether or not fractional shares are issuable upon such conversion shall be determined on the basis of the total number of shares of Series A Preferred Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock usable upon such aggregate conversion.

(m) Reservation of Stock Issuable Upon Conversion. The Company 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 Preferred Stock, 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 the Series A Preferred Stock. As a condition precedent to the taking of any action which would cause an adjustment to the Conversion Price, the Company 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

in order that it may validly and legally issue the shares of its Common Stock issuable based upon such adjusted Conversion Price.

(n) Notices. Any notice required by the provisions of this paragraph 6 to be given to the holder of shares of the Series A Preferred Stock shall be deemed given when received by such holder after the same has been sent by means of certified or registered mail, return receipt requested, postage prepaid, by a reputable overnight courier or messenger for hand delivery and addressed to each holder of record at such holder's address appearing on the books of the Company.

(o) Payment of Taxes. The Company will pay all taxes and other governmental charges (other than taxes measured by the revenue or income of the holders of the Series A Preferred Stock) that may be imposed in respect of the issue or delivery of shares of Common Stock upon conversion of the shares of the Series A Preferred Stock.

(p) No Dilution or Impairment. The Company shall not amend its Articles of Incorporation or participate in any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, for the purpose of avoiding or seeking to avoid the observance or performance of any of the terms to be observed or performed under this paragraph 6 by the Company, but will at all times in good faith assist in carrying out all such action as may be reasonably necessary or appropriate in order to protect the conversion rights of the holders of the Series A Preferred Stock against dilution or other impairment.

7. No Reissuance of Preferred Stock. No share or shares of Series A Preferred Stock acquired by the Company by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be cancelled, retired and eliminated from the shares which the Company shall be authorized to issue.

8. Definitions

(a) "Board" shall mean the Company's Board of Directors.

(b) "Conversion Price" shall mean, for any share of Series A Preferred Stock, the price equal to the Original Issue Price.

(c) "Original Issue Date" for any share of the Series A Preferred Stock shall mean the date on which such share of the Series A Preferred Stock was originally issued.

(d) "Original Issue Price" shall mean \$2.50 per share for the Series A Preferred Stock.

(e) "Securities Act" shall mean the Securities Act of 1933, as amended.

ARTICLE V.
NATURE OF CORPORATE BUSINESS

The Company may engage in any activities or business permitted under the laws of the United States of America and of the State of Florida.

ARTICLE VI.
BOARD OF DIRECTORS

The number of Directors shall be as established by a majority vote of the outstanding and issued Common Stock and Series A Preferred Stock of the Company in accordance with the Company's By-laws. The Company shall have no less than three (3) directors at any time.

ARTICLE VII.
REGISTERED OFFICE AND AGENT

The street address of the Company's registered office is: 9800 NW 41st Street, Suite 200, Miami, Florida 33178. The name of the Company's registered agent at that office is Gloria Vasquez.

ARTICLE VIII.
INDEMNIFICATION

To the maximum extent permitted by the Florida law, the Company shall:

1. Indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of the Company), by reason of the fact that he or she is or was a director, officer, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against liability incurred in connection with such proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Company or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

2. Indemnify any person who was or is a party to any proceeding by or in the right of the Company to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof.

Expenses incurred by an officer or director in defending a civil or criminal proceeding shall be paid by the Company in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he or she is ultimately found not to be entitled to indemnification by the Company.

The indemnification and advancement of expenses provided pursuant to this Article are not exclusive, and the Company may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement vote of shareholders or disinterested directors, or otherwise both as to action in his or her official capacity and as to action in another capacity while holding such office.

These Amended and Restated Articles of Incorporation have been duly adopted in accordance with the provisions of Section 607.1003 of the Florida Business Corporation Act by the Board of Directors and the shareholders of the Company on February 14, 2007.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation this 14th day of FEBRUARY, 2007.

LATIN NODE, INC.

By: 

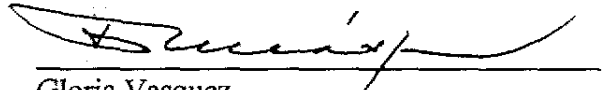
Jorge Granados, President

ACCEPTANCE BY REGISTERED AGENT

Pursuant to the provisions of Section 607.0501 of the Florida Business Corporation Act, the undersigned submits the following statement in accepting the designation as registered agent and registered office of Latin Node, Inc., a Florida corporation (the "Company"), in the Company's articles of incorporation:

Having been named as registered agent and to accept service of process for the Company at the designated registered office, the undersigned accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and the undersigned is familiar with and accepts the obligations of its position as registered agent.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 14TH day of FEBRUARY, 2007.


Gloria Vasquez