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SIKE SOFTWARE INC.

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SEPTEMBER 1, 2000

SIKE SOFTWARE, INC.
11312 62ND STREET
PINELLAS PARK, FL 33782-2051

SUBJECT: SIKE SOFTWARE, INC.
REF: P96000056890

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KAREN GIBSON
CORPORATE SPECIALIST

FAX AUD. #: H00000462333
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ARTICLES OF AMENDMENT

TO THE ARTICLES OF INCORPORATION OF
SIKE SOFTWARE, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, acting in his capacity as the sole director and president of Sike Software, Inc. (the "Corporation"), a Florida corporation, on behalf of the Corporation, has executed these Articles of Amendment to the Articles of Incorporation, as adopted by unanimous written consent of the Board of Directors of the Corporation (the "Board") on August 29, 2000 and without shareholder action which was not required pursuant to authority conferred upon the Board by the Articles of Incorporation of the Corporation.

These Articles of Amendment establish the rights and preferences of Series A Preferred Stock of the Corporation.

ARTICLE I - NAME

The name of this Corporation is Sike Software, Inc.

ARTICLE II - AMENDMENT

Article IV of the Articles of Incorporation is amended in its entirety to read as follows:

ARTICLE IV - CAPITAL STOCK

The maximum number of shares of stock that the Corporation is authorized to have outstanding at any one time is 40,000,000 shares, 30,000,000 of which shall be common stock having a par value of \$.00001 per share, and 10,000,000 of which shall be preferred stock having a par value of \$.00001 per share. Authority is hereby vested in the Board of Directors of the Corporation to provide from time to time for the issuance of the preferred stock in one or more series and, in connection therewith, to fix by resolution providing for the issue of such series the number of shares to be included and such of the designations, powers, preferences and relative participating, optional or other special rights and the qualifications, limitations and restrictions of such series, including, without limitation, voting rights or limitations, rights of redemption or conversion into common stock, to the fullest extent now or hereafter permitted by the Florida Business Corporation Act.

The designations, powers, preferences and relative participating, optional or other special rights and the qualifications, limitations and restrictions of a series of preferred stock of the corporation referred to as "Series A Preferred Stock" are as follows:

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(a) **Dividends.**

(i) **General Obligation.** When, as and if declared by the Corporation's Board of Directors and to the extent permitted under the Florida Business Corporation Act, the Corporation shall pay dividends in any fiscal year in cash at a rate of 10% per annum to the holders of the Series A Preferred Stock (the "Series A Preferred") in preference to the holders of Common Stock, as provided in this Section (a). All dividends paid pursuant to this Section (a) shall be non-cumulative. The date on which the Corporation initially issues any share of Series A Preferred shall be deemed to be its "date of issuance" regardless of the number of times transfer of such share of Series A Preferred is made on the stock records maintained by or for the Corporation and regardless of the number of certificates which may be issued to evidence such share of Series A Preferred.

(ii) **Distribution of Partial Dividend Payments.** Except as otherwise provided herein, if at any time the Corporation pays less than the total amount of dividends then accrued with respect to the Series A Preferred, such payment shall be distributed pro rata among the holders thereof based upon the number of shares of Series A Preferred held by each such holder.

(b) **Liquidation.**

Upon any liquidation, dissolution or winding up of the Corporation (whether voluntary or involuntary), each holder of shares of Series A Preferred shall be entitled to be paid, before any distribution or payment is made upon any Common Stock, an amount in cash equal to the aggregate Liquidation Value of all shares of Series A Preferred held by such holder (plus all accrued and unpaid dividends thereon), and the holders of shares of Series A Preferred shall not be entitled to any further payment. If upon any such liquidation, dissolution or winding up of the Corporation the Corporation's assets to be distributed among the holders of shares of Series A Preferred are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid under this Section (b), then the entire assets available to be distributed to the Corporation's shareholders shall be distributed pro rata among such holders based upon the aggregate Liquidation Value (plus all accrued and unpaid dividends) of the Series A Preferred held by each such holder. Prior to the liquidation, dissolution or winding up of the Corporation, the Corporation shall pay all accrued and unpaid dividends with respect to the Series A Preferred, but only to the extent of funds of the Corporation legally available for the payment of dividends. Not less than sixty (60) days prior to the payment date stated therein, the Corporation shall mail written notice of any such liquidation, dissolution or winding up to each record holder of the Series A Preferred, setting forth in reasonable detail the amount of proceeds to be paid with respect to each share of Series A Preferred and each share of Common Stock in connection with such liquidation, dissolution or winding up.

(c) **Redemptions.**

(i) **Redemption Payments.** For each share of Series A Preferred which is to be redeemed hereunder, the Corporation shall be obligated on the Redemption Date to pay to the holder thereof (upon surrender by such holder at the Corporation's principal office of the certificate representing such share of Series A Preferred) an amount in cash equal to the Redemption Value of

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such share of Series A Preferred. If the funds of the Corporation legally available for redemption of shares of Series A Preferred on any Redemption Date are insufficient to redeem the total number of shares of Series A Preferred to be redeemed on such date, those funds which are legally available shall be used to redeem the maximum possible number of shares of Series A Preferred pro rata among the holders of the shares of Series A Preferred to be redeemed based upon the aggregate Redemption Value of such shares of Series A Preferred held by each such holder. At any time thereafter when additional funds of the Corporation are legally available for the redemption of shares of Series A Preferred, such funds shall immediately be used to redeem the balance of the shares of Series A Preferred which the Corporation has become obligated to redeem on any Redemption Date but which it has not redeemed.

(ii) **Dividends After Redemption Date.** No share of Series A Preferred shall be entitled to any dividends accruing after the date on which the Redemption Value of such share of Series A Preferred is paid to the holder of such share of Series A Preferred. On such date, all rights of the holder of such share of Series A Preferred shall cease, and such share of Series A Preferred shall be redeemed and shall no longer be deemed to be issued and outstanding.

(iii) **Redeemed or Otherwise Acquired Shares of Series A Preferred.** Any shares of Series A Preferred which are redeemed or otherwise acquired by the Corporation shall be canceled and retired to authorized but unissued shares of Series A Preferred and shall not be reissued, sold or transferred.

(iv) **Redemptions upon Request.** At any time after August 31, 2005 the holders of a majority of the outstanding shares of Series A Preferred may request redemption of up to one-third of their shares of the Series A Preferred by delivering written notice of such request to the Corporation. As to the other two-thirds of the shares of Series A Preferred, the holders of a majority of the then outstanding shares of Series A Preferred may request redemption of up to an additional one-third of their shares of the Series A Preferred on and after each successive year after the date set forth in this Section (c)(iv) above. The Corporation shall be required to redeem such shares of Series A Preferred with respect to which such redemption requests have been made at a price per share equal to the Redemption Value thereof within twenty (20) days after receipt of the initial redemption request.

(d) **Voting Rights.**

(i) **Election of Directors.** In the election of directors of the Corporation, the holders of the Series A Preferred, voting separately as a single class to the exclusion of all other classes of the Corporation's capital stock and with each share of the Series A Preferred entitled to one vote, shall be entitled to elect one (1) director to serve on the Corporation's Board of Directors until his successor is duly elected by the holders of the Series A Preferred or he is removed from office by the holders of the Series A Preferred. At such time as the Corporation receives funds in the amount of at least \$500,000 from the issuance of additional shares of preferred stock other than Series A Preferred, any director in office elected solely by the holders of the Series A Preferred voting separately as a class shall remain as a member of the Board of Directors until such time as his successor shall be duly elected by the shareholders of the Corporation then entitled to vote for all

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directors. If the holders of the Series A Preferred for any reason fail to elect anyone to fill any such directorship, such position shall remain vacant until such time as the holders of the Series A Preferred elect a director to fill such position and shall not be filled by resolution or vote of the Corporation's Board of Directors or the Corporation's other shareholders.

(ii) **Matters Having an Adverse Affect.** The holders of the Series A Preferred, voting separately as a single class to the exclusion of all other classes of the Corporation's capital stock and with each share of the Series A Preferred entitled to one vote, shall vote on all matters which adversely affect the Series A Preferred and the holders thereof. For purposes of this Section (d), any matters regarding the authorization or issuance of additional Common Stock, the Series A Preferred or other capital stock of the Corporation having liquidation, dividend, redemption, voting or other rights equal or senior to the Series A Preferred shall be deemed to adversely affect the Series A Preferred or the holders thereof.

(iii) **Other Voting Rights.** The holders of the Series A Preferred shall be entitled to notice of all shareholders meetings in accordance with the Corporation's bylaws, and except in the election of directors, matters adversely affecting the holders of the Series A Preferred and as otherwise required by applicable law, the holders of the Series A Preferred shall be entitled to vote on all matters submitted to the shareholders for a vote together with the holders of Common Stock voting together as a single class with each share of Common Stock entitled to one vote per share and each share of the Series A Preferred entitled to one vote for each share of Common Stock issuable upon conversion of the Series A Preferred as of the record date for such vote or, if no record date is specified, as of the date of such vote.

(e) **Conversion.**

(i) **Conversion Procedure.**

(A) At any time and from time to time, any holder of the Series A Preferred may convert all or any portion of the Series A Preferred (including any fraction of a share of Series A Preferred) held by such holder into a number of shares of Conversion Stock computed by multiplying the number of shares of Series A Preferred to be converted by \$0.25 and dividing the result by the Conversion Price then in effect.

(B) Except as otherwise provided herein, each conversion of the Series A Preferred shall be deemed to have been effected as of the close of business on the date on which the certificate or certificates representing the Series A Preferred to be converted have been surrendered for conversion at the principal office of the Corporation. At the time any such conversion has been effected, the rights of the holder of the shares of Series A Preferred converted as a holder of the Series A Preferred shall cease and the Person or Persons in whose name or names any certificate or certificates for shares of Conversion Stock are to be issued upon such conversion shall be deemed to have become the holder or holders of record of the shares of Conversion Stock represented thereby.

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(C) The conversion rights of any share of Series A Preferred subject to redemption hereunder shall terminate on the Redemption Date for such share of Series A Preferred unless the Corporation has failed to pay to the holder thereof the Redemption Value of such share of Series A Preferred.

(D) Notwithstanding any other provision hereof, if a conversion of the Series A Preferred is to be made in connection with a Qualified Public Offering or other transaction affecting the Corporation, the conversion of any shares of the Series A Preferred may, at the election of the holder thereof, be conditioned upon the consummation of such transaction, in which case such conversion shall not be deemed to be effective until such transaction has been consummated.

(E) As soon as reasonably practicable after a conversion has been, the Corporation shall deliver to the converting holder:

(1) a certificate or certificates representing the number of shares of Conversion Stock issuable by reason of such conversion in such name or names and such denomination or denominations as the converting holder has specified;

(2) payment in an amount equal to all accrued dividends with respect to each share of Series A Preferred converted which have not been paid prior thereto, plus the amount payable under subsection (H) below with respect to such conversion; and

(3) a certificate representing any shares of the Series A Preferred which were represented by the certificate or certificates delivered to the Corporation in connection with such conversion but which were not converted.

(F) If for any reason the Corporation is unable to pay any portion of the accrued and unpaid dividends on the Series A Preferred being converted, such dividends may, at the converting holder's option, be converted into an additional number of shares of Conversion Stock determined by dividing the amount of the unpaid dividends to be applied for such purpose, by the Conversion Price then in effect.

(G) The issuance of certificates for shares of Conversion Stock upon conversion of the Series A Preferred shall be made without charge to the holders of such Series A Preferred for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such conversion and the related issuance of shares of Conversion Stock. Upon conversion of each share of the Series A Preferred, the Corporation shall take all such actions as are necessary in order to insure that the Conversion Stock issuable with respect to such conversion shall be validly issued, fully paid and nonassessable, free and clear of all taxes, liens, charges and encumbrances with respect to the issuance thereof.

(H) If any fractional interest in a share of Conversion Stock would, except for the provisions of this subparagraph, be delivered upon any conversion of the Series A Preferred, the Corporation, in lieu of delivering the fractional share therefor, shall pay an amount to the holder thereof equal to the Market Price of such fractional interest as of the date of conversion.

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(I) If the shares of Conversion Stock issuable by reason of conversion of the Series A Preferred are convertible into or exchangeable for any other stock or securities of the Corporation, the Corporation shall, at the converting holder's option, upon surrender of the shares of Series A Preferred to be converted by such holder as provided herein together with any notice, statement or payment required to effect such conversion or exchange of Conversion Stock, deliver to such holder or as otherwise specified by such holder a certificate or certificates representing the stock or securities into which the shares of Conversion Stock issuable by reason of such conversion are so convertible or exchangeable, registered in such name or names and in such denomination or denominations as such holder has specified.

(ii) Conversion Price.

(A) The initial Conversion Price shall be \$0.25. In order to prevent dilution of the conversion rights granted under this Section (e), the Conversion Price shall be subject to adjustment from time to time pursuant to this Section (e)(ii).

(B) If and whenever on or after the original date of issuance of the Series A Preferred the Corporation issues or sells, or in accordance with Section e(iii) is deemed to have issued or sold, any share of Common Stock or other capital stock (the "Dilutive Securities") for a consideration per share less than the Conversion Price in effect immediately prior to such time, then immediately upon such issue or sale or deemed issue or sale the Conversion Price shall be reduced to an amount equal to the existing Conversion Price multiplied by a fraction (i) the numerator of which is the sum of (A) the total number of shares of Common Stock issued and outstanding (treating the Series A Preferred on an as converted to Common Stock basis) plus (B) the number of Dilutive Securities that can be purchased at the existing Conversion Price for the total consideration received for the issuance of the Dilutive Securities and (ii) the denominator of which is the number of outstanding shares of Common Stock (treating the Series A Preferred on an as converted to Common Stock basis), plus the number of Dilutive Securities issued or deemed issued in the new issuance.

(C) Notwithstanding the foregoing, there shall be no adjustment to the Conversion Price hereunder with respect to the issuance or sale by the Corporation of capital stock or Options pursuant to or in connection with (1) a stock option plan or other management incentive plan or agreement adopted by the Corporation's Board of Directors, provided such issuance or sale under the plan or agreement involves no more than an aggregate of 3,000,000 shares of capital stock or Options to purchase capital stock; or (2) strategic alliances or agreements with third parties, provided such issuance or sale to third parties involves no more than an aggregate of 3,200,000 shares of capital stock or Options to purchase capital stock.

(iii) Subdivision or Combination of Common Stock. If the Corporation at any time subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to such subdivision shall be proportionately reduced, and if the Corporation at any time combines (by reverse stock split or otherwise) one or more classes of its

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outstanding shares of Common Stock into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately increased.

(iv) Reorganization, Reclassification, Consolidation, Merger or Sale. Any recapitalization, reorganization, reclassification, consolidation, merger, or sale of all or substantially all of the Corporation's assets or other transaction, in each case which is effected in such a manner that the holders of Common Stock are entitled to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Common Stock, is referred to herein as an "**Organic Change**". Prior to the consummation of any Organic Change, the Corporation shall make appropriate provisions (in form and substance reasonably satisfactory to the holders of a majority of the Series A Preferred then outstanding) to insure that each of the holders of the Series A Preferred shall thereafter have the right to acquire and receive, in lieu of or in addition to (as the case may be) the shares of Conversion Stock immediately theretofore acquirable and receivable upon the conversion of such holder's Series A Preferred, such shares of stock, securities or assets as such holder would have received in connection with such Organic Change if such holder had converted its Series A Preferred immediately prior to such Organic Change. In each such case, the Corporation shall also make appropriate provisions (in form and substance reasonably satisfactory to the holders of a majority of the Series A Preferred then outstanding) to insure that the provisions of this Section (f) and Sections (g) and (h) hereof shall thereafter be applicable to the Series A Preferred (including, in the case of any such consolidation, merger or sale in which the successor entity or purchasing entity is other than the Corporation, an immediate adjustment of the Conversion Price to the value for Common Stock reflected by the terms of such consolidation, merger or sale, and a corresponding immediate adjustment in the number of shares of Conversion Stock acquirable and receivable upon conversion of the Series A Preferred, if the value so reflected is less than the Conversion Price in effect immediately prior to such consolidation, merger or sale). The Corporation shall not effect any such consolidation, merger or sale, unless prior to the consummation thereof, the successor entity (if other than the Corporation) resulting from consolidation or merger or the entity purchasing such assets assumes by written instrument (in form and substance satisfactory to the holders of a majority of the Series A Preferred then outstanding), the obligation to deliver to each such holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holder may be entitled to acquire.

(v) Notices.

(A) Immediately upon any adjustment of the Conversion Price, the Corporation shall give written notice thereof to all holders of the Series A Preferred, setting forth in reasonable detail and certifying the calculation of such adjustment.

(B) The Corporation shall give written notice to all holders of the Series A Preferred at least twenty (20) days prior to the date on which the Corporation closes its books or takes a record: (1) with respect to any dividend or distribution upon Common Stock; (2) with respect to any pro rata subscription offer to holders of Common Stock; or (3) for determining rights to vote with respect to any Organic Change, dissolution or liquidation.

(C) The Corporation shall also give written notice to the holders of the Series A

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Preferred at least twenty (20) days prior to the date on which any Organic Change shall take place.

(vi) **Mandatory Conversion.** The Corporation may at any time require the conversion of all of the outstanding shares of Series A Preferred if: (A) the Corporation is at such time effecting a Qualified Public Offering; or (B) at any time the holders of a majority of the then outstanding shares of Series A Preferred elect to convert their shares of Series A Preferred into Common Stock. Any such mandatory conversion shall only be effected at the time of and subject to: (1) as to conversion under subsection (i) above, the closing of the sale of such shares pursuant to such Qualified Public Offering; or (2) as to conversion under subsection (ii) above, the surrender for conversion at the principal office of the Corporation of the certificate or certificates representing the Series A Preferred to be converted, and upon written notice of such mandatory conversion delivered to all holders of the Series A Preferred at least ten (10) days prior to such closing or surrender.

(f) **Liquidating Dividends.**

If the Corporation declares or pays a dividend upon Common Stock payable otherwise than in cash out of earnings or earned surplus (determined in accordance with generally accepted accounting principles, consistently applied) except for a stock dividend payable in shares of Common Stock (a "Liquidating Dividend"), then the Corporation shall pay to the holders of the Series A Preferred at the time of payment thereof the Liquidating Dividends which would have been paid on the shares of Conversion Stock had such Series A Preferred been converted immediately prior to the date on which a record is taken for such Liquidating Dividend, or, if no record is taken, the date as of which the record holders of Common Stock entitled to such dividends are to be determined.

(g) **Registration of Transfer.**

The Corporation shall keep at its principal office a register for the registration of the Series A Preferred. Upon the surrender of any certificate representing the Series A Preferred at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of shares of Series A Preferred represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of shares of Series A Preferred as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the Series A Preferred represented by such new certificate from the date to which dividends have been fully paid on such Series A Preferred represented by the surrendered certificate.

(h) **Replacement.**

Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of the Series A Preferred, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if

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the holder is a financial institution or other institutional investor its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of Series A Preferred represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the Series A Preferred represented by such new certificate from the date to which dividends have been fully paid on such lost, stolen, destroyed or mutilated certificate.

(i) Definitions.

"Common Stock" means, collectively, the Corporation's common stock, par value \$0.0001, and any capital stock of any class of the Corporation hereafter authorized which is not limited to a fixed sum or percentage of par or stated value in respect to the rights of the holders thereof to participate in dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Corporation.

"Conversion Stock" means shares of the Corporation's Common Stock issuable upon conversion of the Series A Preferred; *provided that* if there is a change such that the securities issuable upon conversion of the Series A Preferred are issued by an entity other than the Corporation or there is a change in the type or class of securities so issuable, then the term "Conversion Stock" shall mean one share of the security issuable upon conversion of the Series A Preferred if such security is issuable in shares, or shall mean the smallest unit in which such security is issuable if such security is not issuable in shares.

"Convertible Securities" means any stock or securities directly or indirectly convertible into or exchangeable for Common Stock.

"Liquidation Value" of any share of Series A Preferred as of any particular date shall be equal to \$0.25.

"Market Price" of any security means the average of the closing prices of such security's sales on all securities exchanges on which such security may at the time be listed, or, if there has been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on all such exchanges at the end of such day, or, if on any day such security is not so listed, the average of the representative bid and asked prices quoted in the Nasdaq System as of 4:00 P.M., New York time, or, if on any day such security is not quoted in the Nasdaq System, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by the National Quotation Bureau, Incorporated, or any similar successor organization, in each such case averaged over a period of twenty-one (21) days consisting of the day as of which "Market Price" is being determined and the twenty (20) consecutive business days prior to such day. If at any time such security is not listed on any securities exchange or quoted in the Nasdaq System or the over-the-counter market, the "Market Price" shall be the fair value thereof determined jointly by the Corporation and the holders of a majority of the Series A Preferred. If such parties are unable to reach agreement within a reasonable period of time, such fair value shall

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be determined by an independent appraiser experienced in valuing securities jointly selected by the Corporation and the holders of a majority of the Series A Preferred. The determination of such appraiser shall be final and binding upon the parties, and the Corporation shall pay the fees and expenses of such appraiser.

"Options" means any rights, warrants or options to subscribe for or purchase Common Stock or Convertible Securities.

"Person" means an individual, a partnership, a corporation, a limited liability company, a limited liability, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Purchase Agreement" means the Securities Purchase Agreement, dated as of August 31, 2000, by and among the Corporation and certain investors, as such agreement may from time to time be amended in accordance with its terms.

"Qualified Public Offering" means any offering by the Corporation of its capital stock or equity securities to the public pursuant to an effective registration statement under the Securities Act of 1933, as then in effect, or any comparable statement under any similar federal statute then in force, in which the price paid by the public for each share of capital stock or equity security is at least \$0.75 (adjusted for stock splits or stock dividends) and the aggregate net proceeds to the Corporation from the sale of all such shares is not less than \$15 million. A Qualified Public Offering shall be deemed to have occurred upon the effectiveness of the registration statement filed with respect to such offering, subject to such Qualified Public Offering having been deemed to have occurred and being reversed and nullified if the closing of the sale of such shares pursuant to such offering does not occur within ten (10) business days after such effectiveness.

"Redemption Date" as to any share of Series A Preferred means the date specified in the notice of any redemption.

"Redemption Value" of any share of Series A Preferred as of any particular date shall be equal to \$0.25 plus 10% per annum cumulative dividend.

(j) Amendment and Waiver.

No amendment, modification or waiver shall be binding or effective with respect to any provision of Sections (a) to (j) hereof without the prior written consent of the holders of a majority of the Series A Preferred outstanding at the time such action is taken; *provided that* no such action shall change: (a) the manner in which dividends on the Series A Preferred accrue or the times at which such dividends become payable or the amount payable on redemption of the Series A Preferred or the times at which redemption of the Series A Preferred is to occur, without the prior written consent of the holders of at least two-thirds of the Series A Preferred then outstanding; (b) the Conversion Price of the Series A Preferred or the number of shares or class of stock into which the Series A Preferred is convertible, without the prior written consent of the holder of at least two-thirds of the Series A Preferred then outstanding; or (c) the percentage required to approve

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any change described in clauses (a) and (b) above, without the prior written consent of the holders of at least two-thirds of the Series A Preferred then outstanding; and provided further that no change in the terms hereof may be accomplished by merger or consolidation of the Corporation with another corporation or entity unless the Corporation has obtained the prior written consent of the holders of the applicable percentage of the Series A Preferred then outstanding.

(k) Notices.

Except as otherwise expressly provided hereunder, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested and postage prepaid, or by reputable overnight courier service, charges prepaid, and shall be deemed to have been given when so mailed or sent (i) to the Corporation, at its principal executive offices and (ii) to any shareholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise indicated by any such holder).

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment to the Articles of Incorporation this 31st day of August, 2000.

Sike Software, Inc.

By: 

Michael DiSanto, President