

WEINTRAUB DILLON PC

F81597

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January 7, 2002

VIA OVERNIGHT MAIL

Amendment Section
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

Re: **Cyberfast Systems, Inc.**
Document No.: F81597

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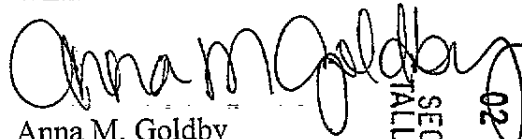
Dear Sir or Madam:

The enclosed Amendment and check in the amount of \$43.75 are submitted for filing. Please return a certified copy of the amendment in the enclosed SASE and direct all correspondence concerning this matter to:

Ms. Darlene Glenn, Esq.
Weintraub Dillon PC
12520 High Bluff Drive, Suite 260
San Diego, CA 92130-2062

Thank you for your immediate attention to this matter. If you have any questions, please do not hesitate to contact Ms. Glenn at (858) 259-2529.

Very truly yours,
WEINTRAUB DILLON PC


Anna M. Goldby
Paralegal

Enclosures

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FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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**ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION OF
CYBERFAST SYSTEMS, INC.
DOCUMENT NO. F81597**

FILED
JAN - 9 PM 3:01
SECRETARY OF FLORIDA

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:

FIRST: Article (d) of the Articles of Incorporation is hereby deleted in its entirety and replaced with the following:

The 5,000,000 shares of preferred stock, \$100.00 par value per share (the "Series A Preferred Stock") pursuant to the following terms, conditions, designations, preferences and privileges, relative, participating, optional and other special rights, and qualifications, limitations and restrictions:

(a) **Dividend Rights.** The holders of outstanding Series A Preferred shares shall be entitled to receive, when and as declared by the Board of Directors, out of any assets at the time legally available, dividends at the annual rate of \$.005 per Series A Preferred share, payable in cash quarterly on the first day of each January, April, July and October to holders of Series A Preferred shares of record on a date not more than sixty (60) nor fewer than ten (10) days preceding each respective payment date as specified by the Board of Directors or, if not so specified, as provided by law. Dividends shall accrue on each Preferred share from the date of its original issuance and shall accrue from day to day, whether or not earned or declared. Dividends shall be cumulative so that if dividends in respect of any previous quarterly dividend period and for the current quarterly dividend period at the annual rate per share shall not have been paid or declared and set apart for all Series A Preferred shares at the time outstanding, the deficiency shall be fully paid or declared and set apart for those shares before the corporation makes any distribution to holders of Common shares. "Distribution" in this paragraph (a) means the transfer of cash or property without consideration, whether by way of dividend or otherwise (except a dividend in shares of the corporation that are junior to the Preferred shares as to dividends or assets) or the purchase or redemption of shares of the corporation for cash or property (except such junior shares), including any such transfer, purchase, or redemption by a subsidiary of the corporation. The time of any distribution by way of dividend shall be the date the dividend is declared and the time of any distribution by purchase or redemption of shares or otherwise than by dividend shall be the day cash or property is transferred by the corporation, whether or not pursuant to a contract of an earlier date.

(b) **Liquidation Preferences.** On any voluntary or involuntary liquidation, dissolution, or winding up of the corporation, the holders of the Series A Preferred shares shall be entitled to receive, out of the assets of the corporation, whether those assets are capital or surplus of any nature, an amount equal to \$.10 per Series A Preferred share, plus an amount equal the dividends declared and unpaid on those shares, as provided in paragraph (a) of this Amended and Restated Certificate of Incorporation, to the date that payment is made available to holders of Series A Preferred shares, and, after payment to the holders of Common shares of \$.10 per share, the

remaining assets of the corporation to be distributed shall be distributed in like amounts per share to the holders of the Preferred shares and the holders of the Common shares.

If, on liquidation, dissolution, or winding up, whether voluntary or involuntary, the assets distributed among the holders of the Series A Preferred shares shall be insufficient to permit the payment of the full preferential amounts, then the entire assets of the corporation to be distributed shall be distributed ratably among the holders of Series A Preferred shares. A consolidation or merger of the corporation with or into any other corporation or corporations, or a sale of all or substantially all of the assets of the corporation, shall not be deemed a liquidation, dissolution, or winding up of the corporation within the meaning of this paragraph.

(c) Redemption.

(i) Redemption by the Corporation. Subject to the provisions of Florida corporate law and to any other applicable restrictions on the right of a corporation to redeem its own shares, Series A Preferred shares shall be redeemed by the Corporation in one or more of the following circumstances:

a. At the option of the holder, at least three (3) years after the issuance of the Series A Preferred shares, on not less than thirty (30) days notice in writing to the corporation at its executive offices, to the attention of the Secretary of the Corporation, or at any other address as the corporation shall have previously given the holder for notice;

b. At the option of the holder, on the happening of a consolidation or merger of the corporation with or into any other corporation or corporations, or a sale of all or substantially all of the assets of the corporation, where the Corporation is not the surviving entity, after the Corporation has provided at least twenty (20) days notice to the holder of the terms and conditions of the consolidation or merger, and on not more than twenty (20) days notice in writing by the holder to the Corporation at its executive offices, to the attention of the Secretary of the Corporation, or at any other address as the corporation shall have previously given the holder for notice.

(ii) Payment. On redemption, the corporation shall pay for each share redeemed, cash in the amount of \$.10 per share plus an amount equal to all dividends on Series A Preferred shares declared but unpaid on the date fixed for redemption (referred to as the "redemption price").

(iii) Notice and Surrender of Certificate. The notice shall state the date fixed for redemption (in the case of a consolidation or merger, the date must be prior to the close of such consolidation or merger), the redemption price, the then current conversion price (as defined with respect to those convertible shares) and the date of termination of the right to convert and shall require the holder to surrender to the corporation on the date fixed and at the place designated in the notice, the holder's certificate or certificates representing the shares to be redeemed if those shares are certificated. On or after the date fixed for redemption, each holder of Series A Preferred shares called for redemption shall, if those shares are certificated, (unless the holder has previously exercised its option to convert preferred shares as provided in paragraph (d) Amended

and Restated Certificate of Incorporation), surrender the certificate evidencing the shares to the corporation and shall at that time be entitled to receive payment of the redemption price. If less than all the shares represented by any surrendered certificate are redeemed, a new certificate for the unredeemed shares shall be issued. If the redemption notice is duly given and if sufficient funds are available on the date fixed for redemption to pay the redemption price, then, whether or not the certificates evidencing the Series A Preferred shares to be redeemed are surrendered, the dividends with respect to the shares so called for redemption shall cease to accrue after the date fixed for redemption and all rights with respect to those shares so called for redemption shall cease and terminate as of the date fixed for redemption, except the right of the holders to receive the redemption price, without interest, on surrender of their certificates, if those Series A Preferred shares are certificated.

(d) Conversion Rights.

The holder of any Series A Preferred shares shall have conversion rights as follows:

(i) Right to Convert. The Series A Preferred shares shall be convertible, at the option of the holders of the shares, at any time after the issuance of those shares, at the office of the Corporation or any transfer agent for those shares. The Series A Preferred shares shall be converted into that number of fully-paid and non-assessable Common shares as is determined by dividing the original purchase prices for those Series A Preferred shares by the Conversion Price (as defined below) for those preferred shares, determined as hereinafter provided, in effect at the time of conversion. The initial Conversion Price for the Series A Preferred Shares is \$.10. This Conversion Price shall be subject to adjustment as provided below.

(ii) Mechanics of Conversion. No fractional Common shares shall be issued upon conversion of Series A Preferred shares. All Common shares (including fractions thereof) issuable upon conversion of more than one share of Series A Preferred shares by a holder of Series A Preferred shares shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of a fraction of a share of Common shares, the Corporation shall pay, in lieu of issuing any fractional shares to which the holder would otherwise be entitled, cash equal to that fraction multiplied by the then-effective conversion price for Series A Preferred shares. Before any holder of Series A Preferred shares shall be entitled to convert those shares into full Common shares and to receive certificates for Common shares, the holder shall (a) give written notice to the Corporation, at the office of the Corporation or of any transfer agent for the Series A Preferred shares, that he or she elects to convert the same, and (b) surrender the certificate or certificates for those Series A Preferred shares, duly endorsed, at the office of the Corporation or of any transfer agent for the Series A Preferred shares, or notify the Corporation or its transfer agent that the certificates have been lost, stolen, or destroyed, and execute an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with those certificates provided, however, that in the event of an Automatic Conversion, the outstanding Series A Preferred shares shall be converted automatically without any further action by the holders of those shares and, whether or not the certificates representing those shares are surrendered to the Corporation or its transfer agent, and provided further that the Corporation shall not be obligated to issue certificates evidencing the

Common shares issuable upon such an Automatic Conversion unless the certificates evidencing those Series A Preferred shares are either delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that the certificates have been lost, stolen, or destroyed, and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with those certificates. The Corporation shall, as soon as practicable after such a delivery, or the execution of such an agreement and indemnification in the case of a lost certificate, issue and deliver at that office to that holder of Series A Preferred shares a certificate or certificates for the number of Common shares to which that holder is entitled, and a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional Common shares. The conversion shall be deemed to have been made immediately prior to the close of business on the date of surrender of the Series A Preferred shares to be converted, or in the case of Automatic Conversion, on the date of closing of the offering or the date on which a total of 50 percent of the shares of Series A Preferred shares originally issued have been converted into Common shares, as applicable, and the person or persons entitled to receive the Common shares issuable upon conversion shall be treated for all purposes as the record holder or holders of those Common shares on that date.

(iii) Adjustments to Conversion Price.

a. Adjustments for Dividends, Splits, Subdivisions, Combinations, or Consolidation of Common Shares. In the event the outstanding Common shares shall be increased by stock dividend payable in Common shares, stock split, subdivision, or other similar transaction occurring after the filing of these Amended and Restated Articles of Incorporation, into a greater number of Common shares, the Conversion Price then in effect for Series A Preferred shares shall, concurrently with the effectiveness of that event, be decreased in proportion to the percentage increase in the outstanding number of Common shares. In the event the outstanding Common shares shall be decreased by reverse stock split, combination, consolidation, or other similar transaction occurring after the filing of these Amended and Restated Articles of Incorporation, into a lesser number of Common Shares, the Conversion Price then in effect for Series A Preferred Shares shall, concurrently with the effectiveness of that event, be increased in proportion to the percentage decrease in the outstanding number of Common shares.

b. Adjustments for Other Distributions. In the event the Corporation at any time, or from time to time makes, or fixes a record date for the determination of holders of Common shares entitled to receive, any distribution payable in securities of the Corporation other than Common shares and other than as otherwise adjusted in this Article, then and in each such event provision shall be made so that the holders of Series A Preferred shares shall receive upon conversion thereof, in addition to the number of Common shares receivable thereupon, the amount of securities of the Corporation that they would have received had their Series A Preferred shares been converted into Common shares on the date of that event and had they thereafter, during the period from the date of that event to and including the date of conversion, retained those securities receivable by them during that period, subject to all other adjustments called for during that period under this Article with respect to the rights of the holders of the Series A Preferred shares.

c. Adjustments for Reclassification, Exchange and Substitution. If the Common shares issuable upon conversion of the Series A Preferred shares shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification, or otherwise (other than a subdivision or combination of shares provided for above), the Conversion Price then in effect for each series of Series A Preferred shares shall, concurrently with the effectiveness of the reorganization or reclassification, be proportionately adjusted so that the Series A Preferred shares shall be convertible into, in lieu of the number of Common shares that the holders would otherwise have been entitled to receive, a number of shares of that other class or classes of stock equivalent to the number of Common shares that would have been subject to receipt by the holders upon conversion of their Series A Preferred shares immediately before that change.

(iv) No Impairment. Except as provided in the protective covenants provisions, as applicable, the Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, 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 under this Section by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section and in the taking of all action that may be necessary or appropriate in order to protect the conversion rights of the holders of the Series A Preferred shares against impairment.

(v) Certificate as to Adjustments. On the occurrence of each adjustment or readjustment of the Conversion Price of each series of Series A Preferred shares, the Corporation at its expense shall promptly compute that adjustment or readjustment in accordance with the terms of this Article, and furnish to each holder of Series A Preferred shares a certificate setting forth that adjustment or readjustment and showing in detail the facts upon which that adjustment or readjustment is based. The Corporation shall, upon the written request of any holder of Series A Preferred shares, furnish or cause to be furnished to that holder a like certificate setting forth (a) those adjustments and readjustments, (b) the Conversion Price at the time in effect, and (c) the number of Common shares and the amount, if any, of other property which at the time would be received upon the conversion of the Series A Preferred shares.

(vi) Notices of Record Date. In the event that this Corporation shall propose at any time:

a. To declare any dividend or distribution upon its Common shares, whether in cash, property, stock, or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus;

b. To offer for subscription pro rata to the holders of any class or series of its stock any additional shares of stock of any class or series or other rights;

c. To effect any reclassification or recapitalization of its Common shares outstanding involving a change in the Common shares; or

d. To merge or consolidate with or into any other corporation, or sell, lease, or convey all or substantially all its property or business, or to liquidate, dissolve, or wind up;

Then, in connection with each such event, this Corporation shall send to the holders of the Series A Preferred shares:

x. At least 20 days' prior written notice of the date on which a record shall be taken for that dividend, distribution, or subscription rights (and specifying the date on which the holders of Common shares shall be entitled thereto) or for determining rights to vote in respect of the matters referred to in (c) and (d), above; and

y. In the case of the matters referred to in (c) and (d), above, at least 20 days' prior written notice of the date when the events shall take place (and specifying the date on which the holders of Common shares shall be entitled to exchange their Common shares for securities or other property deliverable upon the occurrence of event or the record date for the determination of those holders if that record date is earlier).

Each such written notice shall be delivered in person or by telecopy, nationally recognized overnight courier or first class registered or certified mail, return receipt requested, postage prepaid, addressed to the holders of the Series A Preferred shares at the address for each such holder as shown on the books of this Corporation.

(vii) Issue Taxes. The Corporation shall pay any and all issue and other taxes (other than income taxes) that may be payable in respect of any issue or delivery of Common shares on conversion of Series A Preferred shares under this Article; provided, however, that the Corporation shall not be obligated to pay any transfer taxes resulting from any transfer requested by any holder in connection with any such conversion.

(viii) Reservation of Stock Issuable on Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued Common shares, solely for the purpose of effecting the conversion of the shares of the Series A Preferred shares, such a number of its Common shares as shall from time to time be sufficient to effect the conversion of all outstanding Series A Preferred shares; and if at any time the number of authorized but unissued Common shares shall not be sufficient to effect the conversion of all then outstanding Series A Preferred shares, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued Common shares to that number of shares which shall be sufficient for that purpose, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to its Articles of Incorporation.

(ix) Status of Converted Stock. In case any Series A Preferred shares shall be converted pursuant to this Article, the shares so converted shall resume the status of authorized but unissued Series A Preferred shares undesignated as to series.

(e) **Voting Rights.** The holder of each share of Series A Preferred shall have the right to

one vote for each share of Common into which such Series A Preferred 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, and shall be entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the bylaws of this Corporation, and shall be entitled to vote, together with holders of Common, with respect to any question upon which holders of Common 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 Preferred held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

Notwithstanding the above, the holders of the Series A Preferred shares as a class shall be entitled to elect one member of the Board of Directors, and the holders of the Common shares as a class shall be entitled to elect the remaining Directors. At any meeting held for the purpose of electing or nominating directors, the presence in person or by proxy of the holders of a majority of the Series A Preferred then outstanding shall constitute a quorum of the Series A Preferred for the election or nomination of directors to be elected or nominated solely by the holders of Series A Preferred. At any meeting held for the purpose of electing directors, the presence in person or by proxy of the holders of a majority of the Common then outstanding shall constitute a quorum of the Common for the election of directors to be elected by the holders of Common. A vacancy in any directorship elected by the holders of Series A Preferred shall be filled only by vote of the holders of Series A Preferred and a vacancy in any directorship elected by the holders of Common voting together shall be filled only by the vote of the holders of Common.

(f) **Protective Provisions.** So long as the Series A Preferred shares are issued and outstanding, the corporation shall not, without first obtaining the approval (by vote or written consent, as provided by law) of the holders of more than fifty percent (50%) of the total number of Series A Preferred shares outstanding:

(i) Alter or change any of the rights, preferences, or privileges of the Series A Preferred shares so as to materially adversely affect the Series A Preferred shares; or

(ii) Increase the authorized number of Series A Preferred shares; or

(iii) Authorize or issue, or obligate itself to issue, any other equity security (for purposes of this section, an equity security does not include debt securities convertible in to common stock), including any other security convertible into or exercisable for any equity security having a preference over, or being on a parity with, the Series A Preferred Stock with respect to voting, dividends or upon liquidation; or

(iv) Repurchase any Common shares, except from any officer, director or consultant to the Corporation upon the termination of service by such individual to the Corporation pursuant to agreements approved by the Corporation's Board of Directors providing the Corporation with the option to effect such repurchase at cost or fair market value.

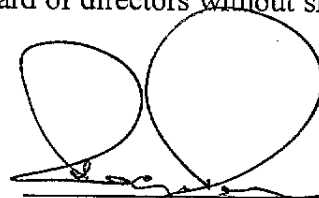
(v) Transfer of all right, title and interest of the Licensed Patent Applications, the Licensed Documentation, the Licensed Software, or the Licensed Process owned by the

Corporation to another person or entity. The terms in this Section 4(f)(v) have the same meaning as set forth in the Patent Application Assignment and Exclusive License-Back Agreement between the Corporation and Science Applications International Corporation.

SECOND: The date of this amendment's adoption is January 2, 2002.

THIRD: The amendment was adopted by the board of directors without shareholder action and shareholder action was not required.

Signed this 2nd day of January 2002.



Roger Pawson, Chairman of the Board