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Amendment

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ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
Qode.com, Inc.,
a Florida corporation

The Articles of Incorporation of Qode.com, Inc., a Florida corporation (the "Company"), was amended by the Company's Board of Directors on May 5, 1999. The Company is filing these Articles of Amendment to the Company's Articles of Incorporation pursuant to Section 607.0602 of the Florida Business Corporation Act.

1. The name of this corporation is: Qode.com, Inc.
2. The Company's Articles of Incorporation is amended by adding the following Article XI.

ARTICLE XI

DESIGNATION OF PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS
OF
SERIES A 15% CUMULATIVE CONVERTIBLE REDEEMABLE PREFERRED STOCK

Of the shares of Preferred Stock authorized pursuant to Article VI of the Company's Articles of Incorporation, the Company is authorized to issue up to Three Million (3,000,000) shares of Series A 15% Cumulative Convertible Redeemable Preferred Stock, \$.0001 par value per share, which shall have the following powers, rights, preferences, qualifications, limitations and restrictions. Capitalized terms used in this Article XI are defined in Section 8 below.

Section 1. Dividends.

1A. General Obligation. The record holders of Series A Preferred Stock shall be entitled to receive dividends, when, as and if declared by the Company's board of directors (the "Board") and to the extent permitted under the Florida Business Corporation Act, as amended (the "FBCA"), as provided in this Section 1. Dividends shall accrue on a daily basis commencing on the Date of Issuance of each Series A Preferred Share at the simple interest rate of 15% per annum of the Liquidation Preference thereof, and shall be payable on a semi-annual basis as provided in paragraph 1B. Dividends shall cease accruing upon the earlier to occur of the date on which the Liquidation Preference of such Series A Preferred Share is paid or the date on which such Series A Preferred Share is converted into Common Stock hereunder. Such dividends shall accrue whether or not they have been declared and whether or not there are net profits, surplus or other funds of the Company legally available for the payment of dividends.

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1B. Payment of Dividends. Subject to the provisions of paragraph 1A, dividends shall be payable, in arrears, following each Dividend Reference Date within twenty (20) days after such Dividend Reference Date. The amount of the dividend on each Series A Preferred Share payable following each Dividend Reference Date shall equal the aggregate amount of all accrued and unpaid dividends on such Series A Preferred Share from the Prior Dividend Date (or, in the case of the first dividend paid with respect to such share, the Date of Issuance of such Series a Preferred Share) through such Dividend Reference Date. To the extent any dividend is not paid within twenty (20) days after a Dividend Reference Date, all dividends which have accrued and remain unpaid on each outstanding Series A Preferred Share through such Dividend Reference Date shall be accumulated and shall remain accumulated dividends with respect to such Series A Preferred Share until the date paid. No interest, dividend or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments that may be accrued and unpaid.

1C. Distribution of Partial Dividend Payments. If at any time the Company pays less than the total amount of dividends then accrued with respect to the Series A Preferred Stock, such payment shall be distributed ratably among the holders thereof based upon the aggregate accrued but unpaid dividends on the Series A Preferred Shares held by each such holder and such payment shall be applied first to dividends which have accrued on such Series A Preferred Shares during the period since the latest preceding Dividend Reference Date and second to reduce any previously accumulated dividends with respect to such Series A Preferred Shares.

1D. Payment of Dividends in Series a Preferred Stock. The Company, at its option, may pay dividends either in cash or by the issuance of additional shares of Series A Preferred Stock, valued at the Conversion Price per share for such purpose.

Section 2. Liquidation. In the event of a Liquidation, whether voluntary or involuntary, the holders of shares of Series A Preferred Stock are entitled to receive out of the assets of the Company legally available for distribution to shareholders after satisfaction of any and all obligations to the holders of any class or series of capital stock ranking senior to the Series A Preferred Stock and before any payment or distribution is made on the Common Stock or any other Junior Securities, cash in the amount of the Liquidation Preference plus the full amount of all accrued and unpaid dividends thereon through the date of such Liquidation. If the assets distributable upon such Liquidation are insufficient to pay cash in an amount equal to the Liquidation Preference and such dividends to the holders of shares of Series A Preferred Stock, then such assets or the proceeds thereof will be distributed among the holders of the Series A Preferred Stock and Parity Securities ratably in proportion to the respective amounts of the Liquidation Preference and such dividends to which they otherwise would be entitled.

Section 3. Voting Rights.

3A. Generally. Except as otherwise required by law or pursuant to Section 7 hereof, the holders of Series A Preferred Stock shall be entitled to attend all special and annual meetings of the shareholders of the Company and, together with the holders of all other classes of stock entitled to attend and vote at such meetings, to vote upon any matter properly considered and acted upon by the shareholders of the Company. Holders of Series A Preferred Stock are entitled to one vote per share (not including fractional shares).

3B. Election of Directors. For so long as Novus Holding Corp. shall prior to the expiration of the Conversion Period hold at least 1,000,000 shares of Series A Preferred Stock,

or for as long as Novus Holding Corp. shall hold at least that number of shares of Common Stock into which said 1,000,000 shares of Series A Preferred Stock shall have been converted or convertible, one director shall be elected by Novus Holding Corp. to the Board of Directors of the Company. For so long as Novus Holding Corp. shall be entitled to elect a director, any vacancy in the Board of Directors caused by the resignation, death or removal in accordance with the FBCA of the director elected by Novus Holding Corp. may be filled by Novus Holding Corp.

Section 4. Conversion.

4A. Conversion at the Option of the Holder. Subject to Section 5 below, at any time prior to the closing of a Public Offering (the "Conversion Period"), or within the twenty (20) day period following receipt of a Notice of Redemption during the Conversion Period, any holder of Series A Preferred Stock may convert all, but not part, of the Series A Preferred Shares held by such holder into a number of shares of Common Stock computed by (i) adding (x) the product of the number of Series A Preferred Shares to be converted multiplied by \$1.00, plus (y) the amount of all accrued and unpaid dividends on the Series A Preferred Shares to be converted, and (ii) dividing the result of the computation described in clause (i) by the Conversion Price.

4B. Automatic Conversion. In the event that either a Change in Control or the closing of a Public Offering shall hereafter occur, then all of the Series A Preferred Shares shall be automatically converted into a number of shares of Common Stock computed by (i) adding (x) the product of the number of Series A Preferred Shares to be converted multiplied by \$1.00, plus (y) the amount of all accrued and unpaid dividends on the Series A Preferred Shares to be converted, and (ii) dividing the result of the computation described in clause (i) by the Conversion Price.

4C. Conversion Procedure.

(i) Each conversion of Series A Preferred Stock pursuant to paragraph 4A 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 Shares to be converted have been surrendered at the principal office of the Company, together with written notice of the holder's desire to convert such Series A Preferred Shares. Each conversion of Series A Preferred Stock pursuant to paragraph 4B shall be deemed to have been effected as of the effective time of the Change in Control (such that, in the case of a merger or consolidation of the Company, the holders of Series A Preferred Shares shall receive, in connection therewith, the same consideration as the holders of Common Stock) or the closing of the Public Offering, as applicable. At such time as such conversion has been effected, the rights of the holder of such Series A Preferred Shares as such holder shall cease, and the Person or Persons in whose name or names any certificate or certificates for shares of Common Stock are to be issued upon such conversion shall be deemed to have become the holder or holders of record of the shares of Common Stock represented thereby, which Common Stock shall be deemed to have been issued as of such time.

(ii) As soon as practicable after a conversion has been effected, the Company or its successor, as applicable, shall deliver to the converting holder:

- (a) a certificate or certificates representing the number of shares of Common Stock name or names and such denomination or denominations as the

converting or other securities, as applicable, issuable by reason of such conversion in such holder has specified; and

- (b) payment of the amount payable under subparagraph (v) below with respect to such conversion.

(iii) The issuance of certificates for shares of Common Stock or other securities, as applicable, upon conversion of Series A Preferred Stock shall be made without charge to the holders of such Series A Preferred Stock for any issuance tax in respect thereof or other cost incurred by the Company in connection with such conversion and the related issuance of shares of Common Stock.

(iv) In lieu of any fractional shares of Common Stock to which the holder of Series A Preferred Stock would otherwise be entitled upon conversion, the Company may pay cash equal to such fraction multiplied by the Conversion Price of one share of Common Stock.

(v) 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 issuance upon the conversion of the Series A Preferred Stock, not less than the number of shares of Common Stock issuable upon the conversion of all outstanding Series A Preferred Stock which may then be exercised. All shares of Common Stock which are so issuable shall, when issued, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges. The Company shall take all such actions as may be necessary and practicable to provide that all such shares of Common Stock may be so issued without violation of any applicable law or governmental regulation.

4D. Subdivision or Combination of Common Stock. If the Company at any time subdivides (by any stock split, stock dividend, recapitalization or otherwise) the 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 Company at any time combines (by reverse stock split or otherwise) the 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.

Section 5. Redemption

5A. Mandatory Redemption. Unless redeemed by the Company or converted into Common Stock prior thereto, all shares of Series A Preferred Stock shall be redeemed by the Company on April 15, 2004 for a redemption price equal to the Liquidation Preference plus all accrued and unpaid dividends through such date, payable in full in cash.

5B. Optional Redemption. The Company may at any time elect to redeem all, but not part, of the then outstanding shares of Series A Preferred Stock upon twenty (20) days prior written notice to the holders thereof ("Notice of Redemption"), for a redemption price equal to the Liquidation Preference plus all accrued and unpaid dividends through such date, payable in full in cash. Any such holder may, prior to the expiration of said twenty (20) day period, convert all, but not part, of the Series A Preferred Stock held by such holder by delivery and surrender to the Company of all certificates representing such Series A Preferred Shares, together with written notice of holder's desire to convert such Series A Preferred Shares, in accordance with Section 4C above. The number of shares of Common Stock into which such

Series A Preferred Shares (together with all accrued and unpaid dividends through such date) will be converted, shall be computed in the manner set forth in Section 4A above.

Section 6. Holder's Right of First Opportunity.

6A. Grant of Rights of First Opportunity. The Company hereby grants to each initial holder of Series A Preferred Stock (or Common Stock acquired by such holder pursuant to the conversion of Series A Preferred Stock or the exercise of Series A Unit Warrants), the right of first opportunity to purchase all or any part of such holder's Pro Rata Share of New Securities which the Company may, from time to time, propose to sell and issue. Each such holder may purchase said New Securities on the same terms and at the same price at which the Company proposes to sell the New Securities; provided, that, if all persons entitled to purchase or receive such stock or securities are required to also purchase other securities or instruments of the Company, the holder exercising its rights pursuant to this Section shall also be required to purchase the securities and instruments (on the same terms and conditions) that such other persons are required to purchase. The "Pro Rata Share" of such holder, for purposes of this right of first opportunity, is the ratio of (i) the total number of shares of Conversion Stock held by such holder, divided by (ii) the total number of shares of Common Stock outstanding immediately prior to the issuance of the New Securities plus the total number of shares of Common Stock issuable upon exercise or conversion of all then outstanding securities exercisable for or convertible into, directly or indirectly, Common Stock.

6B. Notice of Issuance of New Securities. In the event the Company proposes to undertake an issuance of New Securities, it shall give to each initial holder of Series A Preferred Stock (so long as such holder shall be a shareholder of the Company) written notice (the "Notice") of its intention, describing the type of New Securities, the price, the terms upon which the Company proposes to issue the same, and a statement as to the number of days from receipt of such Notice within which the holder must respond to such Notice. Each such holder shall have twenty (20) calendar days from the date of receipt of the Notice to purchase any or all of such holder's Pro Rata Share of the New Securities for the price and upon the terms specified in the Notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased and forwarding payment for such New Securities to the Company if immediate payment is required by such terms, or in any event no later than twenty (20) calendar days after the effective date of the Notice.

6C. Failure to Exercise Rights. In the event any such holder fails to exercise in full the right of first opportunity within said twenty (20) day period, the Company shall have ninety (90) days thereafter to sell or enter into an agreement to sell the New Securities respecting which such holder's rights were not exercised, at a price and upon general terms no more favorable to the purchaser thereof than specified in the Notice. In the event the Company has not sold the New Securities within said period, the Company shall not thereafter issue or sell such New Securities without first complying with the provisions set forth in Section 6A above.

6D. Expiration. The right of first opportunity granted under this Section 6 shall expire upon the earlier of (i) the closing of a Public Offering; or (ii) April 15, 2004.

Section 7. Transferability of Series A Preferred Shares.

7A. Restrictions on Transfer. Except as otherwise provided herein, no holder of Series A Preferred Stock may sell, assign, transfer, pledge, hypothecate, or otherwise encumber

or dispose of in any way, all or any part of or any interest in shares of Series A Preferred Stock held by such holder without the express prior written consent of the Company. Any sale, assignment, transfer, pledge, hypothecation or other encumbrance or disposition of Series A Preferred Stock not made in conformance herewith shall be null and void, shall not be recorded on the books of the Company and shall not be recognized by the Company.

7B. Restrictive Legend. Each certificate representing shares of Series A Preferred Stock shall be stamped or otherwise imprinted with a legend in the following form (in addition to any legend required under applicable state securities laws):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS OF AND MAY ONLY BE PLEDGED, HYPOTHECATED OR TRANSFERRED IN COMPLIANCE WITH THE DESIGNATION OF PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS OF SERIES A 15% CUMULATIVE REDEEMABLE PREFERRED STOCK ON FILE WITH THE SECRETARY OF STATE OF THE STATE OF FLORIDA, WHICH AMONG OTHER RESTRICTIONS, REQUIRES WRITTEN CONSENT OF THE ISSUER OF THESE SECURITIES PRIOR TO SUCH PLEDGE, HYPOTHECATION OR TRANSFER. IN THE EVENT THAT THE COMPANY SHALL CONSENT IN WRITING TO THE PLEDGE, HYPOTHECATION OR TRANSFER OF THESE SECURITIES, SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF REGISTRATION UNDER THE SECURITIES ACT OF 1933, UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO IT STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.

7C. Mechanism for Transfers. Prior to any proposed sale, assignment, transfer or pledge of any Series A Preferred Stock for which the Company has provided written consent, unless there is in effect a registration statement under the Securities Act covering the proposed transfer, the holder thereof shall give written notice to the Company of such holder's intention to effect such transfer, sale, assignment or pledge. Each such notice shall describe the manner and circumstances of the proposed transfer, sale, assignment or pledge in sufficient detail, and, if requested by the Company, shall be accompanied, at such holder's expense, by a written opinion of legal counsel who shall, and whose legal opinion shall be, reasonably satisfactory to the Company addressed to the Company, to the effect that the proposed transfer of the Series A Preferred Stock may be effected without registration under the Securities Act, whereupon the holder of such Series A Preferred Stock shall be entitled to transfer such Series A Preferred Stock in accordance with the terms of the notice delivered by the holder to the Company. Each certificate evidencing shares of Series A Preferred Stock transferred as above provided shall bear the appropriate restrictive legend set forth in Section 7B above, except that such certificate shall not bear such restrictive legend if in the opinion of counsel for such holder and in the reasonable opinion of the Company such legend is not required in order to establish compliance with any provision of the Securities Act.

Section 8. Definitions.

"Business Day" means a day on which commercial banks are generally open for business in Miami, Florida.

"Change in Control" of the Company shall mean any of the following: (i) a "person" or "group" (within the meaning of Sections 13(d) and 14(d)(2) of the Exchange Act) becoming the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) of Voting Shares of the Company entitled to exercise more than 50% of the total voting power of all outstanding Voting Shares of the Company (calculated in accordance with Rule 13d-3 under the Exchange Act), other than an employee benefit plan of the Company or any such person or group which is or becomes, on or prior to May 15, 1999, the beneficial owner of more than 15% of Voting Shares of the Company; or (ii) the consummation of any merger, consolidation or similar transaction involving the Company that results in the beneficial owners of Voting Shares of the Company immediately prior to such consummation owning in the aggregate, directly or indirectly, voting securities representing less than 50% of the voting securities of the surviving entity outstanding immediately following such consummation.

"Commission" shall mean the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

"Common Stock" means, collectively, the Company's common stock, par value \$0.0001 per share, and any capital stock of any class of the Company 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 of the Company into which such common stock is converted or for which such common stock is exchanged.

"Company" means Qode.com, Inc., a Florida corporation.

"Conversion Price" shall mean \$1.00.

"Conversion Stock" shall mean those shares of Common Stock held by an initial holder of Series A Preferred Stock (i) into which such holder's Series A Preferred Stock has been converted or shall be then convertible, (ii) which have been purchased pursuant to such holder's exercise of Series A Unit Warrants, or (iii) which have been purchased by such holder, or into which securities purchased by such holder are then convertible or exchangeable, pursuant to the exercise of the rights of first opportunity of such holder under Section 6 herein.

"Date of Issuance," with respect to any Series A Preferred Share, means the date on which the Company initially issues such Series A Preferred Share, regardless of the number of times transfer of such Series A Preferred Share is made on the stock records maintained by or for the Company and regardless of the number of certificates which may be issued to evidence such Series A Preferred Share.

"Dividend Reference Date" means each of the following: (i) June 30 and December 31 of each year, commencing June 30, 1999; (ii) the date on which the Liquidation Preference of any Series A Preferred Share is paid; and (iii) the date on which any Series A Preferred Share is converted into Common Stock hereunder.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Junior Securities" means Common Stock and any other capital stock issued by the Company, whether currently existing or hereafter authorized or issued, which rank junior to the Series A Preferred Stock as to payment of dividends or distribution of assets in the event of a Liquidation.

"Liquidation" means the liquidation, dissolution or winding up of the Company; provided, however, that neither the consolidation or merger of the Company into or with any other entity or entities, nor the sale or transfer by the Company of all or any part of its assets, nor the reduction of the capital stock of the Company, shall be deemed to be a liquidation, dissolution or winding up of the Company.

"Liquidation Preference" of any Series A Preferred Share shall be equal to \$1.00 per share, subject to appropriate and proportionate adjustment to reflect any stock split, combination of shares or other similar event in respect of the Series A Preferred Stock.

"New Securities" shall mean any Common Stock of the Company, and any rights, options or warrants to purchase Common Stock, and securities of any type whatsoever that are, or may become, convertible into Common Stock; provided, that, New Securities do not include (i) the Series A Preferred Stock, Series A Unit Warrants or Conversion Stock; (ii) all shares of capital stock issued upon exercise or conversion of all currently outstanding securities exercisable for or convertible into, capital stock of the Company; (iii) securities offered pursuant to a registration statement filed under the Securities Act; (iv) securities issued in connection with the acquisition of another company or business by the Company by merger, purchase of substantially all of the assets, sale of stock or other Reorganization; (v) all shares of Common Stock, including rights, warrants or options to purchase such shares of Common Stock issued, upon the approval of the Board of Directors of the Company, to employees, officers, directors, advisory board members and consultants of the Company pursuant to any compensatory plan or arrangement; (vi) any securities issued pursuant to any subdivision or combination of capital stock pursuant to a stock split, reverse stock split or other similar recapitalization; (vii) all securities issued to equipment lessors, banks, financial institutions or similar entities in transactions approved by the Board of Directors, the principal purpose of which is other than the raising of capital; and (viii) all securities issued pursuant to any transactions approved by the Board of Directors primarily for the purpose of (A) joint ventures, technology licensing or research and development activities, (B) distribution or manufacture of the Company's products or services, or (C) any other transactions involving corporate partners that are primarily for purposes other than raising capital.

"Parity Securities" means any capital stock issued by the Company, whether currently existing or hereafter authorized or issued, which ranks equal to the Series A Preferred Shares as to payment of dividends or distribution of assets in the event of a Liquidation.

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

"Prior Dividend Date" means, with respect to a Dividend Reference Date, the previous Dividend Reference Date following which dividends were paid on shares of Series A

Preferred Stock hereunder (or, if there is no such previous Dividend Reference Date, the Date of Issuance).

"Public Offering" means any offering by the Company of its equity securities to the public pursuant to an effective registration statement under the Securities Act of 1933, as amended.

"Reorganization" means any recapitalization, reorganization, reclassification, consolidation, merger, sale of all or substantially all of the Company's assets to another Person or other transaction which is effected in such a manner that 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.

"Securities Act" shall mean the Securities Act of 1933, as amended, or any similar federal statute and the rules and regulations of the Securities and Exchange Commission thereunder, all as the same shall be in effect at the time.

"Series A Preferred Share" means a share of Series A Preferred Stock.

"Series A Preferred Stock" means the Company's Series A 15% Cumulative Convertible Redeemable Preferred Stock.

"Series A Unit Warrants" shall mean those warrants to purchase Common Stock which were issued by the Company to initial holders of Series A Preferred Stock in connection with the purchase of such shares of Series A Preferred Stock by such holders.

"Voting Shares" shall mean all outstanding shares of any class or classes (however designated) of capital stock entitled to vote generally upon any matter properly considered and acted upon by the shareholders of the Company, including in the election of members of the Board.

Section 8. Amendment and Waiver. No amendment, modification or waiver shall be binding or effective with respect to any provision hereof without the prior affirmative vote or written consent of the holders of a majority of the Series A Preferred Shares outstanding at the time such action is taken.

Section 9. Notices. All notices referred to herein shall be in writing and shall be delivered by hand delivery, U.S. registered or certified mail, return receipt requested and postage prepaid, or by a national recognized overnight courier service, charges prepaid, (i) to the Company, attention of the President, at its then current principal executive offices, and to its legal counsel, Cohen, Berke, Bernstein, Brodie & Kondell, P.A., 2601 South Bayshore Drive, Suite 1900, Miami, Florida 33133, Attention: Managing Corporate Partner, and (ii) to any holder, at such holder's address as it appears in the stock records of the Company (or such other record address of such holder as shall be delivered to the Company pursuant to the notice provision hereof). A notice shall be deemed given to and received by the party to whom properly addressed (i) if by hand delivery (or any other form of delivery), on the date of written confirmation of receipt by such party, (ii) if by certified or registered mail, five (5) business days following deposit in the U.S. mail, whether or not personal delivery is actually made, or (iii) if by overnight courier, two (2) business day following deposit with such courier, whether or not personal delivery is actually made.

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Section 10. Compliance. The holder of each certificate representing shares of Series A Preferred Stock by acceptance thereof agrees to comply in all respects with the provisions of this Designation.

Section 11. No Impairment. The Company 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 of any of the terms of the Series A Preferred Stock, but will at all times, in good faith, assist in the taking of all actions as may be necessary or appropriate to carry out the terms of the Series A Preferred Stock.

IN WITNESS WHEREOF, the undersigned, ^{Vice}as /President and a Director of the Company, has executed these Articles of Incorporation on May 5, 1999.

Qode.com, Inc., a Florida corporation

By: 
Michael Miller, Vice President and Director

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