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Division of Corporations

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**BASIC AMENDMENT**

**QCODE.COM, INC.**

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Certificate of Status	0
Certified Copy	1
Page Count	08
Estimated Charge	\$43.75

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THIRD 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 22, 2000. The Company is filing these Third 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 XII.

ARTICLE XII

DESIGNATION OF PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS  
OF  
SERIES U CONVERTIBLE 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 One Million Five Hundred Thousand (1,500,000) shares of Series U Convertible Preferred Stock, \$.0001 par value per share (the "Series U Preferred Stock"), which shall have the following powers, rights, preferences, qualifications, limitations and restrictions. Capitalized terms used in this Article XII are defined in Section 5 below.

Section 1. Liquidation. In the event of a Liquidation, whether voluntary or involuntary, the holders of shares of Series U 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 U 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 all accrued and unpaid dividends. If the assets distributable upon such Liquidation are insufficient to pay cash in an amount equal to the Liquidation Preference plus all accrued and unpaid dividends, then such assets or the proceeds thereof will be distributed among the holders of the Series U Preferred Stock and Parity Securities ratably in proportion to the respective amounts of the Liquidation Preference plus all accrued and unpaid dividends and such other dividends to which they otherwise would be entitled.

Section 2. Voting Rights.

2A. Generally. Except as otherwise required by law or pursuant to Section 4 hereof, the holders of Series U 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 as a single class with the holders of Common Stock upon any matter properly considered and acted upon by the shareholders of

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the Company. Holders of Series U Preferred Stock are entitled to one vote per share (not including fractional shares).

2B. Election of Advisory Board Member and Board Observer. For so long as Chase Manhattan Bank as Directed Trustee of the UNOVA Master Trust (the "UNOVA Pension Plan") shall prior to the expiration of the Conversion Period hold at least 500,000 shares of Series U Preferred Stock, or for as long as the UNOVA Pension Plan shall hold at least that number of shares of New Stock into which said 500,000 shares of Series U Preferred Stock shall have been converted or convertible, (i) one person shall be designated by UNOVA, Inc. to the Advisory Board of the Company, and (ii) one observer shall be designated by the UNOVA Pension Plan to serve as a Board of Directors Observer and to attend and fully participate in all meetings of the Company's Board of Directors; provided, however, that such Observer shall not be entitled to vote on any matters thereon. For so long as UNOVA, Inc. shall be entitled to designate a member of the Advisory Board, any vacancy in such position caused by the resignation, death or removal may be filled by UNOVA, Inc. For so long as the UNOVA Pension Plan shall be entitled to designate an Observer, any vacancy in such position caused by the resignation, death or removal may be filled by the UNOVA Pension Plan.

Section 3. Dividends. The record holders of Series U 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 3. Dividends shall accrue on a daily basis commencing on the Date of Issuance of each Series U Preferred Share at the simple interest rate of 8% per annum of the Liquidation Preference thereof, and shall accrue until an event of conversion, redemption or liquidation as provided for herein. Dividends shall cease accruing upon the earlier to occur of the date on which the Liquidation Preference of such Series U Preferred Share is paid or the date on which such Series U 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. 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.

Section 4. Conversion.

4A. Conversion at the Option of the Holder. Subject to Section 4C below, at any time prior to the closing of a Public Offering (the "Conversion Period"), any holder of Series U Preferred Stock may convert all, but not part, of the Series U 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 U Preferred Shares to be converted multiplied by \$2.00, plus (y) the amount of all accrued and unpaid dividends on the Series U Preferred Shares to be converted, and (ii) dividing the result of the computation described in clause (i) by the Conversion Price.

4B. Next Financing Conversion Option. In the event that the closing of the Next Financing occurs within ninety (90) days from the effective date of the filing of this designation, then the holder shall have the right (but not the obligation) to convert all issued shares of the Series U Preferred Shares, or such shares issued in the future upon payment in full, into a number of shares of New Stock determined as provided below with the exact same terms, preferences, rights and limitations contained in the certificate of designation filed with the Florida Department of State for such New Stock. In all instances, if the holder of the Series U

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Preferred Shares elects to exercise this conversion right, it shall receive that amount of New Stock which represents that equivalent amount of New Stock for the consideration paid for the Series U Preferred Stock. To the extent that there exists any amount of subscribed for, but otherwise unpaid and issued Series U Preferred Stock, then the holder shall have the right, but not the obligation, to tender any unpaid consideration for subscribed for Preferred Stock and then immediately exercise its conversion right.

4C 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 U 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 U Preferred Shares to be converted multiplied by \$2.00, plus (y) the amount of all accrued and unpaid dividends on the Series U Preferred Shares to be converted, and (ii) dividing the result of the computation described in clause (i) by the Conversion Price.

4D. Conversion Procedure.

(i) Before any holder of Series U Preferred Shares shall be entitled to convert the same into shares of New Stock, such holder shall surrender the certificate or certificates therefor duly endorsed, at the office of the Company or of any transfer agent for such stock, and shall give written notice to the Company at its principal corporate office of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of New Stock are to be issued.

(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 New Stock in the name or names and such denomination or denominations as the converting holder of such securities issuable by reason of such conversion has specified; and
- (b) payment of the amount payable under subparagraph (iv) below with respect to such conversion.

(iii) The issuance of certificates for shares of New Stock or other securities, as applicable, upon conversion of Series U Preferred Stock shall be made without charge to the holders of such Series U 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 New Stock.

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

(v) All shares of New 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

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such shares of New Stock may be so issued without violation of any applicable law or governmental regulation.

(vi) In the instance of a conversion as a result of a New Financing under Section 4B above, the Company will at the earliest practical time advise the holder of its Series U Preferred Stock of the proposed acceptable terms of the New Stock. Within fifteen (15) days of such notification, such holder will advise the Company of its good faith intention to exercise its conversion option or its declination of the exercise.

4E. 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. Transferability of Series U Preferred Shares.

5A. Restrictions on Transfer. Except as otherwise provided herein or in any Shareholders Agreement among the Company and certain common stock shareholders and holders of Series U Preferred Stock, no holder of Series U 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 U 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 U 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.

5B. Restrictive Legend. Each certificate representing shares of Series U 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 U CONVERTIBLE 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

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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.

5C. Mechanism for Transfers. Prior to any proposed sale, assignment, transfer or pledge of any Series U 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 U Preferred Stock may be effected without registration under the Securities Act, whereupon the holder of such Series U Preferred Stock shall be entitled to transfer such Series U Preferred Stock in accordance with the terms of the notice delivered by the holder to the Company. Each certificate evidencing shares of Series U Preferred Stock transferred as above provided shall bear the appropriate restrictive legend set forth in Section 4B 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 6. Certain Restrictions. So long as Series U Preferred Stock is outstanding, the Company shall not without first obtaining the approval (by vote or written consent, as provided by law) of the holder of Series U Preferred Stock:

(i) alter or change the rights, preferences or privileges of the shares of Series U Preferred Stock or otherwise amend this Designation, the Articles of Incorporation or the Bylaws of the Company so as to affect adversely the shares of Series U Preferred Stock.

(ii) enter into any transaction with any officer, director or Affiliate (as defined below) of the Company unless the terms of such transaction are at least as favorable to the Company as those which might be obtained at the time in an arms' length dealing from persons or entities that are not Affiliates. For purposes hereof, an "Affiliate" shall mean a holder of more than five percent of the outstanding Common Stock of the Company, an officer or the Company or a member of the Board of Directors of the Company.

Section 7. Definitions. For purposes of this Article XII:

"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 (ii) the consummation

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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.

"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 \$2.00.

"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 U 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 U Preferred Share shall be equal to [\$2.00] per share, subject to appropriate and proportionate adjustment to reflect any stock split, stock dividend, recapitalization or other similar event in respect of the Series U Preferred Stock.

"New Stock" shall mean the securities of the Company convertible into or exchangeable for Common Stock issued upon the closing of the Next Financing, which contain such terms, rights, preferences and limitations as set forth in the certificate of designation filed with the Florida Department of State with respect thereof.

"Next Financing" shall mean the closing of another round of equity financing of the Company which is to occur within ninety (90) days after the effective date of the filing of this designation (other than the sale of Series U Preferred Stock), pursuant to which the Company shall receive at least \$4,000,000 cash consideration at such closing in consideration for the issuance of Common Stock or securities of the Company convertible into or exchangeable for Common Stock.

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

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"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.

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

"Series U Preferred Stock" means the Company's Series U Convertible Preferred Stock.

Section 8. Amendment and Waiver. No amendment, modification or waiver shall be binding or effective with respect to any provision hereof without the prior written consent of the holder of the Series U Preferred Stock.

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.

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

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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 U 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 U Preferred Stock.

IN WITNESS WHEREOF, the undersigned, as President and a Director of the Company, has executed these Articles of Incorporation on May 22, 2000.

Qode.com, Inc., a Florida corporation

By: 

Gregory Miller, President and Director

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