

J 22071
*Law Offices of
Jeffrey R. Eisensmith, P.A.*

ONE FINANCIAL PLAZA
SUITE 1610
FT. LAUDERDALE, FL 33394

TELEPHONE (954) 523-7601
TELEFAX (954) 462-0140

February 15, 2002

VIA FEDERAL EXPRESS

Secretary of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32314

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*****35.00 *****35.00

RE: Miami Office Systems, Inc.

Dear Sir or Madam:

Enclosed please find an original and one (1) copy of Restated Articles of Incorporation for Miami Office Systems, Inc. along with the \$35.00 filing fee. Please forward acknowledgment of said filing to this office via Federal Express, using the airbill and envelope provided.

Very truly yours,

JEFFREY R. EISENSMITH

JRE:lm
Encl.

LISA

Left Message

FILED
02 FEB 18 PM 1:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

*Restated
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CERTIFICATE

In accordance with Section 602.1007(4) of the Florida Business Corporation Act, it is hereby certified that:

The Board of Directors adopted the restated articles and the amendments to the articles appearing in the restated articles were duly approved by the shareholders in accordance with the Florida Business Corporation Act, and the information required in Section 607.1006 of the Florida Business Corporation Act, is set forth as follows:

1. The name of the Corporation is MIAMI OFFICE SYSTEMS, INC.
2. The Restated Articles of Incorporation are attached as Exhibit "A" .
3. The approval of the Restated Articles and the Amendment to the Articles was unanimously approved by the Board of Directors and Shareholders on February 5, 2002.

MIAMI OFFICE SYSTEMS, INC.

BY: 

LUIS GONZELEZ, President

FILED
02 FEB 18 PM 1:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RESTATED ARTICLES OF INCORPORATION
OF
MIAMI OFFICE SYSTEMS, INC.

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provision of Section 607.1007 of the Florida Business Corporation Act, the undersigned corporation, pursuant to a resolution duly adopted by its Board of Directors and Shareholders, hereby adopts the following Restated Articles of Incorporation.

ARTICLE I. NAME

The name of the corporation shall be: MIAMI OFFICE SYSTEMS, INC.

The principal place of business of this corporation shall be 2686 W. 84th Street, Hialeah, Florida 33016.

ARTICLE II. NATURE OF BUSINESS

This corporation may engage or transact in any or all lawful activities or business permitted under the laws of the United States, the State of Florida or any other state or country.

ARTICLE III. STOCK

Except as provided in Article VI below, the maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is 7500 shares of common stock having \$1 par value per share.

ARTICLE IV. ADDRESS

The street address of the registered office of the corporation shall be One Financial Plaza, Suite 1610, Fort Lauderdale, Florida 33394, and the name of the registered agent of the corporation at that address is Jeffrey R. Eisensmith, Esquire.

ARTICLE V. TERM OF EXISTENCE

This corporation is to exist perpetually.

ARTICLE VI. PREFERRED SHARES.

The Board of Directors hereby creates a series of preferred shares, par value \$.01, of the Corporation, and hereby states the designation and number of shares and fixes the relative rights, preferences, privileges and restrictions thereof, as follows:

Designation and Amount. The preferred shares shall be designated as "Mandatorily Redeemable Preferred Shares" (the "**Preferred Shares**") and the number of shares constituting such series shall be limited to 3,300 and may be issued from time to time in one or more tranches (each, a "**Tranche**") so designated at the time of issuance.

Dividend Provisions. The holders of Preferred Shares shall be entitled to receive, prior and in preference to the declaration or payment of any dividend or distribution to the holders of Common Shares or any other shares or securities of the Corporation ranking junior to the Preferred Shares with respect to the payment of dividends or the distribution of assets on liquidation ("**Junior Securities**"), dividends, which shall be cumulative, on each Preferred Share at the rate and in the manner prescribed in this Article VI from and including the date of issuance of such Preferred Share to but excluding the date on which any redemption of such Preferred Share has been effected. The date on which the Corporation initially issues a Preferred Share (which shall be denoted on all certificates evidencing such Preferred Share) will be deemed to be its "date of issuance" regardless of the number of times transfer of such Preferred Share is made, or the number of certificates that may be issued to evidence a Preferred Share.

Dividends shall accrue on each Tranche of Preferred Shares from the date of issuance of such Tranche at a rate per annum (computed on the basis of a 360-day year of twelve 30-day months) of 4.8% of the aggregate Liquidation Preference (as defined in Article VII below) of such Tranche (as adjusted for share splits, share dividends, combinations, recapitalizations and similar events), payable by the Corporation as described in the next sentence. Such dividends shall not be payable until the fourth anniversary of the date of issuance of such Tranche of Preferred Shares, after which (x) payments of dividends that accrued prior to such fourth anniversary and remain unpaid shall then be paid by the Corporation on each of the fourth, fifth and sixth anniversaries of the date of issuance of such Tranche of Preferred Shares in an amount equal to 3.6% of the aggregate Liquidation Preference of such Tranche of Preferred Shares then outstanding on each of such fourth, fifth and sixth anniversaries, (y) dividends accruing after such

fourth anniversary shall be paid annually in arrears on the fifth, sixth and seventh anniversaries of the date of issuance of such Tranche of Preferred Shares and (z) any remaining accrued and unpaid dividends shall be paid on the seventh anniversary of the date of issuance of such Tranche of Preferred Shares; *provided however* that the Corporation may at any time elect to prepay any or all accrued and unpaid dividends. In the event of any liquidation, dissolution or winding up of the Corporation or the redemption of a Preferred Share or the bankruptcy of the Corporation, all accrued and unpaid dividends on such Preferred Share shall be added to the Liquidation Preference of such share on the payment date under Article VII below, or on the date of redemption of such share or upon the bankruptcy of the Corporation, as the case may be, accrued in the case of the Preferred Shares on a cumulative basis, up to but excluding such payment date or redemption date or bankruptcy on a daily basis.

No dividend or other distribution (other than a dividend or distribution payable solely in Common Shares) shall be paid on or set apart for payment on the Common Shares or other Junior Securities nor shall any payment be made on account of the purchase, redemption or retirement of any Common Shares or other Junior Securities, unless all accrued and unpaid dividends on the Preferred Shares have been or contemporaneously are paid or set apart for payment in accordance herewith; *provided, however*, that the Corporation may repurchase, redeem or otherwise acquire Common Shares at the original cost thereof owned by terminated employees, officers or directors of, or consultants to, the Corporation or its subsidiaries pursuant to agreements approved by the Board of Directors under which the Corporation or any such subsidiary has the option to repurchase such shares upon the occurrence of certain events, such as the termination of employment or other service relationship. A conversion of a convertible security which by its terms is convertible into Common Shares by the holder thereof shall not be deemed a purchase, redemption or retirement of the security so converted for purposes of this Article VI. No dividend shall be declared on any series or Tranche of preferred shares ranking as to dividends on a parity with any other series or Tranche of preferred shares unless there has been declared on all shares then outstanding of such series or Tranche of preferred shares, like proportionate dividends, ratably, in proportion to the respective dividends payable in respect of each such series or Tranche of preferred shares. In the event that the Corporation fails to pay the full dividends accrued on all outstanding shares of any series or Tranche of preferred shares, any

partial amounts that are paid as dividends by the Corporation with respect to such preferred shares shall be paid to the holders of such preferred shares in proportion (as nearly as practicable) to the amount such holders would be entitled to receive if they were paid the full accrued and unpaid dividends on such preferred shares.

For purposes of Article VI, unless the context requires otherwise, the term "distribution" shall include, without limitation, the transfer of cash or property without consideration, whether by way of dividend or otherwise payable other than in Common Shares, or the purchase or redemption of shares of the Corporation for cash or property, including any such transfer, purchase or redemption by a subsidiary of the Corporation.

ARTICLE VII. LIQUIDATION PREFERENCE

(a) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of Preferred Shares shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of Common Shares or any other Junior Securities by reason of their ownership thereof, an amount per share in cash equal to \$1,000 for each outstanding Preferred Share (the "**Liquidation Preference**") as such amount is adjusted for share splits, share dividends, combinations, recapitalizations and similar events, plus all accrued but unpaid dividends on such Preferred Share as of the date of such event computed in accordance with the terms hereof. If upon the occurrence of such event, the funds thus distributed among the holders of the Preferred Shares are insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Preferred Shares in proportion to the product of the Liquidation Preference of each such share and the number of such shares owned by each such holder.

(b) Following completion of the distribution required by subsection (a) of this Article VII, the holders of the Common Shares shall share in all remaining assets of the Corporation ratably, on a share for share basis, based on the number of Common Shares then held by each such holder.

(c) For purposes of this Article VII, (i) any consolidation or merger of the Corporation with or into any other corporation or other entity or person, or any other corporate

reorganization, in which either (A) the outstanding Common Shares are exchanged for other securities or consideration or (B) the Corporation is not the continuing or surviving entity of such consolidation, merger or reorganization or (ii) any sale or transfer of all or substantially all of the assets of the Corporation in one transaction or a series of related transactions (a "**Company Sale**"), shall be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this Article VII.

(d) In the event that, immediately prior to the closing of a transaction described in paragraph (c) of Article VII, the cash distributions required by Article VII have not been made, the Corporation shall forthwith either (i) cause such closing to be postponed until such time as such cash distributions have been made, or (ii) cancel such transaction, in which event the rights, preferences and privileges of the holders of the Preferred Shares shall revert to and be the same as such rights, preferences, privileges and restrictions existing immediately prior to entering into such transaction.

ARTICLE VIII. REDEMPTION AT HOLDER'S OPTION.

(a) At any time on or after (i) any or all of the dealer agreements between the Corporation and Sharp Electronics Corporation have been terminated by either party thereto; (ii) any breach of representation, warranty or covenant or failure to perform any obligation of the Corporation in this Amended and Restated Articles of Incorporation relating to the Preferred Shares; (iii) any breach of any agreement or covenant or failure to perform any obligation of the Corporation or of any Common Investor (as defined therein) in that certain Miami Office Systems, Inc. Investors' Rights Agreement dated as of February 14, 2002, (subject to any opportunity to cure any such breach or failure other than breaches of Section 4.1(m) and 4.1(n), as expressly provided in Section 4.2 of such agreement; (iv) the consummation of any transaction or series of related transactions as a result of which securities representing in excess of 50% of the Corporation's voting power are sold or otherwise transferred or issued; or (v) any material adverse deviation exceeding 25% of projected amount occurs in the section titled "Financial Forecast" in the Corporation's Business Plan dated January 24, 2002, upon written election (the "**Holder Optional Redemption Election**") by a holder of outstanding Preferred Shares, the Corporation shall be obligated to redeem such holder's Preferred Shares on the 30th day following the date of delivery of the Holder Optional Redemption Election to the Corporation, or

such later date as specified in the Holder Optional Redemption Election (in each case, the “**Holder Optional Redemption Date**”), by paying the redemption price therefor set forth in paragraph (b) of Article VIII hereof (unless such Holder Optional Redemption Date is not a business day in New York, in which event the redemption shall be made on the next business day). Any holder of Preferred Shares may, but shall not be obligated to, request such redemption in whole or in part of its aggregate number of Preferred Shares.

(b) The redemption price (the “**Redemption Price**”) for each Preferred Share to be redeemed will be the Liquidation Preference (as adjusted for share splits, share dividends, combinations, recapitalizations and similar events) plus any accrued but unpaid dividends on such Preferred Share, in each case, computed in accordance with the terms hereof.

(c) Any holder of Preferred Shares requesting redemption shall mail the Holder Optional Redemption Election, first class postage prepaid, to the Corporation notifying it of the option of such holder to have such Preferred Shares redeemed pursuant to paragraph (a) of Article VIII, specifying the number of Preferred Shares that are requested to be redeemed from such holder, the Holder Optional Redemption Date (which, in any event, shall not be less than 30 days after the delivery of the Holder Optional Redemption Election), the Redemption Price, the place at which payment may be made and such other information as the holder may deem advisable to provide regarding the option of such holder to have Preferred Shares redeemed. In the event the Corporation is lawfully able to redeem only part of the then outstanding Preferred Shares (a “**Partial Redemption**”), then the holders of the Preferred Shares who request any such redemption shall be entitled to elect to have their Preferred Shares redeemed ratably, in proportion to the product of the Liquidation Preference of each such Preferred Share and the number of such Preferred Shares owned by each such holder; *provided* that the Corporation shall redeem any remaining Preferred Shares from those holders who requested such redemption on the first date that it may lawfully do so.

(d) Three (3) days prior to the Holder Optional Redemption Date, the Corporation shall deposit the Redemption Price for all outstanding Preferred Shares designated for redemption in a Holder Optional Redemption Election and not yet redeemed, with a bank or trust company having aggregate capital and surplus in excess of \$500,000,000 as a trust fund for the benefit of the respective holders of the shares designated for redemption and not yet

redeemed. Simultaneously, the Corporation shall deposit irrevocable instructions and authority to such bank or trust company to pay, on and after the Holder Optional Redemption Date, the Redemption Price of the Preferred Shares so designated for redemption to the holders thereof upon surrender of their certificates. The balance of any monies deposited by the Corporation pursuant to this paragraph remaining unclaimed at the expiration of six (6) months following the Holder Optional Redemption Date shall thereafter be returned to the Corporation, *provided that* the shareholder to whom such monies would be payable hereunder shall be entitled to receive such monies, but without interest after the Holder Optional Redemption Date, upon proof of ownership of the Preferred Shares (and, in the case of the loss of a certificate by a non-institutional investor, furnishing any bond reasonably requested by the Corporation).

(e) From and after a Holder Optional Redemption Date for Preferred Shares, unless there has been a default in payment of the Redemption Price, all rights of the holders of such shares that are to be redeemed on the Holder Optional Redemption Date (except the right to receive the Redemption Price) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever. If the funds of the Corporation legally available for redemption of shares on any Holder Optional Redemption Date are insufficient to pay in full the cash portion of the Redemption Price for the total number of shares to be redeemed on such date, those funds that are legally available will be used to redeem the maximum possible number of Preferred Shares to be redeemed on such Holder Optional Redemption Date, ratably among the holders of the Preferred Shares to be redeemed based upon the relative number of Preferred Shares held by each holder. The Preferred Shares not redeemed shall remain outstanding and entitled to all the rights, privileges, preferences and restrictions provided herein. At any time thereafter when additional funds of the Corporation are legally available for the redemption of Preferred Shares, such funds will immediately be used to redeem the balance of the Preferred Shares that the Corporation has become obligated to redeem on any Holder Optional Redemption Date, but which have not been so redeemed.

ARTICLE IX. REDEMPTION AT CORPORATION'S OPTION.

(a) At any time or from time to time, at the option of the Corporation, upon timely notice as set forth in paragraph (b) of Article IX, the Preferred Shares shall be redeemable

by the Corporation, in whole or in part, at the Redemption Price (as defined in paragraph (b) of Article VIII) with respect to each Preferred Share being redeemed. Any date on which such a redemption occurs is referred to herein as a **"Corporation Optional Redemption Date."**

(b) At least thirty (30), but no more than sixty (60), days prior to each Corporation Optional Redemption Date, the Corporation shall mail written notice, first class postage prepaid, to each holder of record (at the close of business on the business day next preceding the day on which notice is given) of the Preferred Shares at the address last shown on the records of the Corporation for such holder or given by the holder to the Corporation for the purpose of notice, notifying such holder of the optional redemption, specifying the number of Preferred Shares that shall be redeemed from such holder, the Corporation Optional Redemption Date (which, in any event, shall not be less than 30 days, nor more than 60 days, after the delivery of such notice), the Redemption Price, the place at which payment may be obtained and such other information as the Corporation may deem advisable to provide regarding the Preferred Shares to be redeemed (the **"Corporation Optional Redemption Notice"**). In the event the Corporation is lawfully able to consummate only a Partial Redemption, then the Preferred Shares shall be redeemed ratably, in proportion to the product of the Liquidation Preference of each such share and the number of such shares owned by each such holder; *provided* that the Corporation shall redeem any remaining Preferred Shares on the first date that it may lawfully do so.

(c) Three (3) days prior to each Corporation Optional Redemption Date, the Corporation shall deposit the Redemption Price for all outstanding Preferred Shares designated for redemption in the Corporation Optional Redemption Notice and not yet redeemed, with a bank or trust company having aggregate capital and surplus in excess of \$500,000,000 as a trust fund for the benefit of the respective holders of the shares designated for redemption and not yet redeemed. Simultaneously, the Corporation shall deposit irrevocable instructions and authority to such bank or trust company to pay, on and after the Corporation Optional Redemption Date, the Redemption Price of the Preferred Shares so designated for redemption to the holders thereof upon surrender of their certificates. The balance of any monies deposited by the Corporation pursuant to this paragraph remaining unclaimed at the expiration of six (6) months following the Corporation Optional Redemption Date shall thereafter be returned to the Corporation, *provided* that the shareholder to whom such monies would be payable hereunder shall be entitled to receive

such monies, but without interest after the Corporation Optional Redemption Date, upon proof of ownership of the Preferred Shares (and, in the case of the loss of a certificate by a non-institutional investor, furnishing any bond reasonably requested by the Corporation).

(d) From and after a Corporation Optional Redemption Date for Preferred Shares, unless there has been a default in payment of the Redemption Price, all rights of the holders of such shares that are to be redeemed on the Corporation Optional Redemption Date (except the right to receive the Redemption Price) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever. If the funds of the Corporation legally available for redemption of shares on any Corporation Optional Redemption Date are insufficient to pay in full the cash portion of the Redemption Price for the total number of shares to be redeemed on such date, those funds that are legally available will be used to redeem the maximum possible number of Preferred Shares to be redeemed on such Corporation Optional Redemption Date, ratably among the holders of the Preferred Shares to be redeemed based upon the relative number of Preferred Shares held by each holder. The Preferred Shares not redeemed shall remain outstanding and entitled to all the rights, privileges, preferences and restrictions provided herein. At any time thereafter when additional funds of the Corporation are legally available for the redemption of Preferred Shares, such funds will immediately be used to redeem the balance of the Preferred Shares that the Corporation has become obligated to redeem on any Corporation Optional Redemption Date, but which have not been so redeemed.

ARTICLE X. MANDATORY REDEMPTION.

On or before the fifth anniversary of the date of issuance of a Tranche of Preferred Shares, the Corporation shall have redeemed not less than one-third of the Preferred Shares of that Tranche; on or before the sixth anniversary of the date of issuance of a Tranche of Preferred Shares, the Corporation shall have redeemed not less than two-thirds of the Preferred Shares of that Tranche; and on or before the seventh anniversary of the date of issuance of a Tranche of Preferred Shares, the Corporation shall have redeemed all Preferred Shares of that Tranche, in each case at the Redemption Price (as defined in paragraph (b) of Article VIII) with respect to each Preferred Share being redeemed (unless such fifth, sixth or seventh anniversary is not a business day in New York, in which event the redemption shall be made on the next business day).

Any date on which such a redemption occurs pursuant to this Article X is referred to herein as a **"Mandatory Redemption Date."**

In the event the Corporation is lawfully able to consummate only a Partial Redemption, then the Preferred Shares shall be redeemed ratably, in proportion to the product of the Liquidation Preference of each such share and the number of such shares owned by each such holder; *provided* that the Corporation shall redeem any remaining Preferred Shares on the first date that it may lawfully do so.

Three (3) days prior to each Mandatory Redemption Date, the Corporation shall deposit the Redemption Price for all outstanding Preferred Shares designated for mandatory redemption, with a bank or trust company having aggregate capital and surplus in excess of \$500,000,000 as a trust fund for the benefit of the respective holders of the Preferred Shares designated for such redemption. Simultaneously, the Corporation shall deposit irrevocable instructions and authority to such bank or trust company to pay, on and after the Mandatory Redemption Date, the Redemption Price of the Preferred Shares so designated for such redemption to the holders thereof upon surrender of their certificates. The balance of any monies deposited by the Corporation pursuant to this paragraph remaining unclaimed at the expiration of six (6) months following the Mandatory Redemption Date shall thereafter be returned to the Corporation, *provided* that the shareholder to whom such monies would be payable hereunder shall be entitled to receive such monies, but without interest after the Mandatory Redemption Date, upon proof of ownership of the Preferred Shares (and, in the case of the loss of a certificate by a non-institutional investor, furnishing any bond reasonably requested by the Corporation).

From and after a Mandatory Redemption Date for Preferred Shares, unless there has been a default in payment of the Redemption Price, all rights of the holders of such Preferred Shares that are to be redeemed on the Mandatory Redemption Date (except the right to receive the Redemption Price) shall cease with respect to such Preferred Shares, and such Preferred Shares shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever. If the funds of the Corporation legally available for redemption of shares on any Mandatory Redemption Date are insufficient to pay in full the cash portion of the Redemption Price for the total number of shares to be redeemed on such date, those funds that are legally available will be used to redeem the maximum possible number of

Preferred Shares to be redeemed on such Mandatory Redemption Date, ratably among the holders of the shares to be redeemed based upon the relative number of shares held by each holder. The Preferred Shares not redeemed shall remain outstanding and entitled to all the rights, privileges, preferences and restrictions provided herein. At any time thereafter when additional funds of the Corporation are legally available for the redemption of Preferred Shares, such funds will immediately be used to redeem the balance of the shares that the Corporation has become obligated to redeem on any Mandatory Redemption Date, but which have not been redeemed.

ARTICLE XI. NO IMPAIRMENT.

The Corporation will not, by amendment of its Restated Articles of Incorporation or through any reorganization, recapitalization, 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 hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions herein and in the taking of all such actions as may be necessary or appropriate in order to protect the rights of the holders of the Preferred Shares against impairment.

ARTICLE XII. NOTICES OF RECORD DATE.

In the event that the Corporation proposes at any time to take any action set forth in Article VII hereof, or proposes to take any other action that requires the approval of the holders of the Preferred Shares, then, in connection with each such proposed action, the Corporation shall mail to each holder of Preferred Shares:

- (i) at least twenty (20) days' prior written notice of the date on which a record shall be taken for determining the rights to vote, in respect of such proposed transaction; and
- (ii) written notice of such proposed transaction not later than twenty (20) days prior to the shareholders' meeting called to approve such transaction, or twenty (20) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holder in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the proposed transaction and the Corporation shall thereafter give such holders prompt notice of any material changes thereto. The proposed transaction shall in no event take place sooner than twenty (20) days after the Corporation has given the first notice provided for herein or sooner than ten (10) days after the Corporation has given notice of any material changes

provided for herein.

ARTICLE XIII. NOTICES.

All notices referred to herein shall be in writing, shall be delivered personally or by first class mail, return receipt requested and postage prepaid, and shall be deemed to have been given when so delivered or mailed to the Corporation at its principal executive offices and to any shareholder at such holder's address as it appears in the share records of the Corporation (unless otherwise specified in a written notice to the Corporation by such holder).

ARTICLE XIV. BOARD OF DIRECTORS.

The maximum authorized number of directors of the Corporation shall be five (5). The holders of the majority of the Common Shares, voting together as a single class, shall be entitled to elect all directors of the Corporation. Notwithstanding the following sentence, if at any one time, a majority of the Corporation's Board of Directors becomes incapacitated, the holders of a majority of the Preferred Shares then outstanding, voting separately as a class, shall have the right to appoint an additional member (the "**Interim Director**") to the Corporation's Board of Directors until the directors who have been incapacitated have either resumed their duties on the Board of Directors or have been duly replaced. In the case of any vacancy in the office of a director, or removal by the holders of Common Shares, voting together as a single class, a successor shall be elected to hold office for the unexpired term of such director by the affirmative vote of the holders of a majority of the Common Shares, voting together as a single class, given at a special meeting of shareholders duly called or by an action by written consent for that purpose or, in the absence of action by such holders, by action of the remaining directors, or by the holders of Common Shares, voting together as a single class, as applicable. Any director, or by the holders of Common Shares, voting together as a single class, may be removed from the Board of Directors during such director's term of office, without cause by, and only by, the affirmative vote of the holders of a majority of the Common Shares, voting together as a single class, as applicable, given at a special meeting of the shareholders duly called or by an action by written consent for that purpose.

ARTICLE XV. PROTECTIVE PROVISIONS.

In addition to any other rights provided by law, so long as any Preferred Shares are outstanding, the Corporation shall not and shall not permit its subsidiaries to, without first

obtaining the approval (by vote or written consent, as provided by law) of the holders of a majority of the outstanding Preferred Shares (voting together as a separate class):

(i) alter or change the rights, preferences, privileges or restrictions of the Preferred Shares so as to materially and adversely affect such shares including, without limitation, reducing the dividend rate on the Preferred Shares provided for herein, or make such dividends non-cumulative, or deferring the date from which dividends will accrue, or canceling accrued and unpaid dividends or reducing the amount payable to the holders of the Preferred Shares upon the voluntary or involuntary liquidation, dissolution, or winding up of the Corporation;

(ii) create any new class or series of share capital or any other securities convertible into equity securities of the Corporation, or incur an obligation to issue any such new class or series of share capital or other securities convertible into equity securities of the Corporation, having a preference or priority over, or being on a parity with, the Preferred Shares;

(iii) reclassify share capital, or any other securities convertible into equity securities of the Corporation, or incur an obligation to reclassify any such class or series of share capital or other securities convertible into equity securities of the Corporation, into shares having a preference or priority over, or being on a parity with, the Preferred Shares;

(iv) authorize, pay or declare any dividend or distribution on any Common Shares or other Junior Securities;

(v) redeem, purchase or otherwise acquire any Common Shares, or other Junior Securities or preferred shares of the Corporation (other than a redemption of Preferred Shares in accordance with the terms of the Preferred Shares); *provided, however*, that this restriction shall not apply to the repurchase, redemption or other acquisition of Common Shares at the original cost thereof from terminated employees, officers, directors, consultants or other persons performing services for the Corporation or any subsidiary pursuant to agreements approved by the Board of Directors under which the Corporation has the option to repurchase such shares upon the occurrence of certain events, such as the termination of employment or other service relationship;

(vi) increase or decrease the total number of authorized Preferred Shares;

(vii) materially alter or change the business of the Corporation from that in which it was engaged on the date on which the first Tranche of Preferred Shares was issued;

(viii) at any time, have total liabilities that exceed total assets, or current liabilities that

exceed current assets, in each case as determined in accordance with United States generally accepted accounting principles consistently applied by the Corporation;

(ix) effect a sale of any assets of the Corporation outside the ordinary course of business and inconsistent with the Business Plan;

(x) effect a Company Sale; or

(xi) alter or change the method of selecting and maintaining an Interim Director as provided in Article XIV.

ARTICLE XVI. STATUS OF REDEEMED SHARES.

In the event any Preferred Shares are redeemed pursuant to Article VIII, IX or X, the shares so redeemed shall be cancelled and shall not be re-issuable by the Corporation.

ARTICLE XVII. REGISTRATION OF TRANSFER.

The Corporation shall keep at its principal office (or such other place as the Corporation reasonably designates) a register for the registration of shares of each class of its share capital. Upon the surrender of any certificate representing shares of any class of share capital at such place, the Corporation shall, at the request of the registered holder of such certificate, execute and deliver a new certificate or certificates in exchange therefor representing in the aggregate the number of shares of such class represented by the surrendered certificate, and the Corporation forthwith shall cancel such surrendered certificate. Each such new certificate will represent such number of shares of such series as is requested by the holder of the surrendered certificate and will be substantially identical in form to the surrendered certificate. Subject to any other restrictions on transfer to which such holder or such shares may be bound, including with respect to any legend set forth on such certificate, the Corporation will also register such new certificate in such name as requested by the holder of the surrendered certificate.

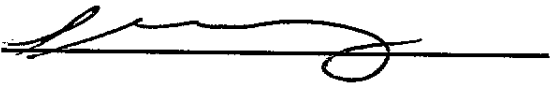
ARTICLE XVIII. REPLACEMENT OF SHARES.

Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing one or more Preferred Shares, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its

expense) execute and deliver a new certificate or certificates in lieu of such number of Preferred Shares represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

IN WITNESS WHEREOF, MIAMI OFFICE SYSTEMS, INC. has caused this Restated Articles of Incorporation to be executed by its President and attested to by its Secretary on this ____ day of February, 2002.

MIAMI OFFICE SYSTEMS, INC.

By: 

Name: Luis Gonzalez

Title: President

Attest:

By: 

Name:

Luis NAVARRO

Title:

Vice President

ACCEPTANCE AND CONSENT OF REGISTERED AGENT

Having been named registered agent to accept service of process for MIAMI OFFICE SYSTEMS, INC., at the initial registered office designated in these Restated Articles of Incorporation, I hereby accept such status and consent to act in this capacity and agree to comply with all requirements of law pertaining thereto.


JEFFREY R. EISENSMITH
Registered Agent

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority personally appeared JEFFREY R. EISENSMITH, who is personally known to me or who produced _____ as identification, and who did/did not take an oath, and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me on this 20 day of Feb., 2002.

My Commission Expires:

