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<input type="checkbox"/>	Change of Registered Agent
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N. HENDRICKS

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Examiner's Initials

**ARTICLES OF AMENDMENT
OF
HOTOFFICE TECHNOLOGIES, INC.**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Sections 607.0602 of the Florida Business Corporation Act, the undersigned corporation adopts this amendment to its Articles of Incorporation.

1. The name of the corporation is HotOffice Technologies, Inc. (the "Company").
2. The amendment to the Articles of Incorporation set forth in paragraph 3 below was duly adopted by the Board of Directors of the Company on January 14, 1997 in accordance with Section 607.0602 of the Florida Business Corporation Act and shall be effective upon acceptance for filing by the Florida Department of State.
3. The following designation of preferences for Series A Convertible Preferred Stock is added to Article III of the Articles of Incorporation:

C. Series A Convertible Preferred Stock. 2,000,000 shares of Preferred Stock shall be designated as Series A Convertible Preferred Stock ("Series A") and shall have the following rights and preferences:

(1) Voting.

(a) Except as set forth in Section C(1)(b) hereof, the holders of shares of Series A shall have the same voting rights as, and on an as converted basis vote together with, the holders of Common Stock, as a single class.

(b) The holders of Series A, voting as a single class, shall have the preferential right to:

- (i) nominate and elect up to two (2) members of the Board of Directors of the Company;
- (ii) nominate and elect one (1) member of each compensation and audit committee which the Company maintains at any time, with each of such committees to have no more than three (3) members;
- (iii) approve or disapprove of:
 - (A) any proposed amendment to the Company's Articles of Incorporation or Bylaws;
 - (B) any increase in the size of the Company's Board of Directors;

- (C) any change in the primary lines of business of the Company;
- (D) the adoption of any stock options or other stock incentive plans or grants or any stock options or other incentive awards;
- (E) any underwritten public offering of the Company, except for a Qualifying IPO (as hereinafter defined);
- (F) any merger, consolidation, sale or transfer of all or substantially all of the assets of, or a controlling interest in, the Company, unless the fair market value of the merger consideration is at least \$10 per share on an as converted basis;
- (G) issuance of any Preferred Stock which is senior to the Series A.

The approval rights granted under subsections (A), (B), (D) and (E) of this Subsection (b)(iii) shall no longer apply if the Interim Closing (as such term is defined in the Stock Purchase Agreement between the Company and the holder of Series A shares) is not consummated.

(2) Conversion.

(a) Voluntary. Each share of Series A shall be convertible, at the election of the holder thereof, into one share of Common Stock, subject to adjustment in accordance with the anti-dilution rights granted in Subsection (6) hereof. The holder shall surrender to the Company the certificates for Series A shares which are to be converted, duly endorsed in blank for transfer, together with a written request for conversion of the Series A shares into Common Stock.

(b) Automatic. Each share of Series A shall be converted automatically into one share of Common Stock (subject to adjustment in accordance with the anti-dilution rights granted in Subsection (6) hereof), upon the happening of any of the following events (each, an "Automatic Conversion Event"):

(i) the consummation of an initial public offering (a "Qualifying IPO") by the Company which results in not less than \$25 million of gross proceeds to the Company at a per share offering price of at least \$10 per share, as adjusted for any stock-split, dividend or other adjustment occurring after the date hereof;

- interest in the Company; or
- (ii) a merger, consolidation or sale of a controlling
 - (iii) the approval of the holders of a majority of the Series
- A.

The Company shall send written notice to each holder of Series A shares within five (5) days after the occurrence of an Automatic Conversion Event. Upon surrender of its certificate representing Series A shares, duly endorsed in blank for transfer, the holder shall be entitled to receive a certificate for the appropriate number of shares of Common Stock.

(3) Dividends. The holders of shares of Series A shall be entitled to dividends when and if declared by the Board of Directors. However, so long as any Series A remains outstanding, no dividends may be declared or paid on any other class or series of Common Stock or Preferred Stock, unless an equal dividend is paid to the holders of Series A.

(4) Liquidation. Upon the liquidation, dissolution or winding up of the Company, a holder of shares of Series A shall be entitled to receive a payment equal to the purchase price originally paid for the Series A shares upon issuance, before any payment is made to the holders of the Common Stock. After such payment has been made to the holders of Series A shares, the holders of Common Stock shall be entitled to receive a payment equal to the purchase price originally paid for the Common Stock shares held by such holder. Thereafter, any remaining assets of the Company shall be distributed to the holders of shares of Common Stock and Series A on a fully converted and pro rata basis.

(5) Redemption. The Series A shares are not redeemable.

(6) Anti-Dilution.

(a) Stock Splits, Dividends, Etc. In the event of the occurrence of an Adjustment Event (as hereinafter defined), the conversion ratio for conversion of Series A shares to Common Stock shall be adjusted in order to prevent dilution of the conversion rights granted in this Article. In such event, the number of shares of Common Stock to be received upon conversion of one share of Series A (the "A Conversion Ratio") shall be adjusted as follows: the number of shares of Common Stock receivable upon conversion of one share of Series A immediately before the Adjustment Event shall be multiplied by a fraction, the numerator of which is the number of Common Stock shares issued and outstanding immediately after the Adjustment Event, and the denominator of which is the number of common shares issued and outstanding immediately before the Adjustment Event.

As used herein, the term "Adjustment Event" means the occurrence of any of the following events:

(i) a stock split or other subdivision of outstanding shares of Common Stock into a greater number of shares;

(ii) a reverse stock split or other combination of outstanding shares of Common Stock into a smaller number of shares;

(iii) a distribution of Common Stock with respect to outstanding shares of Common Stock; or

(iv) any other event which, in the opinion of the Board of Directors of the Company, does not fall directly within the foregoing definitions of Adjustment Event but should be treated as an Adjustment Event in order to protect the rights of the holders of Series A shares consistently with the essential intent and principles of this Article.

(b) Weighted Average Formula Adjustment.

(i) As used in herein:

"Applicable Issuance" means any issuance or sale of Common Stock by the Company other than: (A) shares issued pursuant to the terms of a management or employee option or stock award plan approved by the Board of Directors; (B) shares issued pursuant to the exercise of warrants to purchase such shares; (C) shares issued pursuant to the exercise of the conversion rights of other securities; or (D) shares issued in an Adjustment Event.

"Conversion Price" means \$4.06 per share, divided by the A Conversion Ratio in effect immediately prior to the Applicable Issuance.

"Price" means the amount of consideration per share received by the Company in connection with an Applicable Issuance. In the case of non-cash consideration received by the Company, the Board of Directors shall determine in good faith the fair market value of such consideration.

(ii) If the Company ever issues or sells Common Stock in an Applicable Issuance for a Price per share that is less than the Conversion Price then in effect, then the Conversion Price shall be adjusted to that price determined by multiplying the Conversion Price (as in effect immediately prior to the Applicable Issuance) by a fraction:

(A) the numerator of which is the number of shares of Common Stock outstanding immediately prior to the Applicable Issuance plus the number of shares of Common Stock which the aggregate Price received by the Company for the total number of such shares of Common Stock so issued would purchase at the Conversion Price in effect immediately prior to the Applicable Issuance; and

(B) the denominator of which is the number of shares of Common Stock outstanding immediately after the Applicable Issuance.

The A Conversion Ratio shall thereafter become \$4.06 divided by the adjusted Conversion Price determined pursuant to the preceding formula.

(c) Common Stock Equivalents.

(i) As used in this Subsection (c), the term "Common Stock Equivalent" means any security convertible into Common Stock or any warrant, option or other right to purchase Common Stock or any security convertible into Common Stock.

(ii) If the Company, at any time while any of the Series A shares are outstanding, issues any Common Stock Equivalent and the price per share for which Common Stock may be issuable thereafter upon the exercise or conversion of such Common Stock Equivalent is less than the Conversion Price then in effect, or if, after any such issuance the price per share for which Common Stock may be issuable thereafter is amended, and such price as so amended is less than the Conversion Price in effect at the time of such amendment, then the Conversion Price upon each such issuance or amendment shall be adjusted as provided in Subsection (b) above, on the basis that: (i) the maximum number of shares of Common Stock issuable pursuant to all such Common Stock Equivalents shall be deemed to have been issued on the earlier of: (A) the date on which the Company enters into a firm contract for the issuance of such Common Stock Equivalent, or (B) the date of actual issuance of such Common Stock Equivalent; and (ii) the aggregate consideration for such maximum number of shares of Common Stock shall be deemed to be the minimum consideration received and receivable by the Company for the issuance of such shares of Common Stock pursuant to such Common Stock Equivalent. No adjustment of the Conversion Price shall be made under this Subsection (c) upon the issuance of any security which is issued pursuant to the exercise of any warrants or subscription or purchase rights therefor, if any adjustment has previously been made in the Conversion Price then in effect upon the issuance of such warrants or other rights pursuant to this Subsection (c).

(7) Pre-Emptive Rights.

(a) Holders of Series A shares shall have the pre-emptive right to acquire shares of any class of stock of the Company proposed to be sold by the Company ("Shares") upon the terms and conditions set forth in this Subsection (7).

(b) Upon the offering or sale by the Company, for cash or other consideration of any Shares, each holder of Series A shares shall have the pre-emptive right, within the time (not to be less than ten (10) days) and on the terms fixed by the Company, subject to the provision of this Article, to purchase such Shares, not to exceed the same proportion thereof as: (i) the number of shares of Common Stock that the Series A shares held by such holder are convertible into on a record date ("Record Date") established by the Board

of Directors bears to (ii) the total number of shares of Common Stock outstanding on the Record Date.


(c) If one or more holders of Series A shares ("Exercising Holders") exercise their pre-emptive rights, and one or more such holders ("Non-Exercising Holders") do not exercise their pre-emptive rights, the Shares that the Non-Exercising Holders declined to acquire shall next be offered to the Exercising Holders in proportion to the number of shares of Common Stock that the Series A held by the respective Exercising Holders on the Record Date are convertible into.

(d) The pre-emptive rights granted hereunder shall not be applicable to the issuance of shares of stock of any class pursuant to: (i) the exercise of warrants to purchase such stock, outstanding on the date hereof; and (ii) the exercise of approved employee stock options pursuant to an employee stock option plan duly approved by the Company's Board of Directors. Furthermore, shares of stock shall not be subject to pre-emptive rights if they are: (i) issued pursuant to a plan adjusting any rights to fractional shares or fractional interests in order to prevent the issuance of fractional shares; (ii) issued in connection with any stock dividend, stock split or similar adjustment in respect to stock; (iii) issued in connection with a merger, consolidation, acquisition of all or substantially all of the assets or shares of beneficial interest of any entity, or pursuant to an order of a court of competent jurisdiction unless such order provides otherwise; or (iv) released from such pre-emptive rights by the written consent of the holders of all of the Series A shares then outstanding.

(e) Whenever any pre-emptive rights for Shares have not been exercised by the holders of Series A shares, and by the terms of such offer, such pre-emptive rights have ceased to be exercisable, the Company may authorize the disposal of the Shares previously subject to such unexercised rights at the same price offered pursuant to the pre-emptive rights.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment as of the 21 day of January, 1997.

By: _____


Stewart Padveen,
CEO and Chairman