

10-28-2004

To the Honorable Commissioner of Patents
thereof.

102869901

attached original documents or copy

1. Name of conveying party(ies):

Harman International Industries, Incorporated

- ☐ Individual(s) ☐ Ltd. Partnership
☐ General Partnership ☐ Association
☒ Corporation- State **Delaware**
☐ Other

Additional names of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies)

Harman International Industries, Incorporated
8500 Balboa Blvd.
Northridge, CA 91329

- ☐ Individual(s) citizenship
☐ General Partnership
☐ Limited Partnership
☒ Corporation- **Delaware**
☐ Other

If assignee is not domiciled in the United States, a domestic
 representative designation is attached ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other **Restated Certificate of Incorporation**

Execution Date: **December 14, 1982**

Filed with Secretary of State of Delaware: **December**
16, 1982

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,179,011Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:

Kathryn A. Tyler
Harman International Industries, Incorporated
8500 Balboa Blvd.
Northridge, CA 91329

6. Total number of applications and registrations involved: [1]

7. Total fee (37 CFR 3.41).....\$40.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number: **50-1929**

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kathryn A. Tyler

Name of Person Signing

Signature

October 13, 2004

Date

Total number of pages including cover sheet, attachments, and document: [29]

Mail documents to be recorded with required cover sheet information to:

Director of the United States Patent & Trademark Office

P.O. Box 1450

Alexandria, VA 22313-1450

10/27/2004 GTDN11 00000167 501929 2179011

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TRADEMARK
REEL: 003072 FRAME: 0128

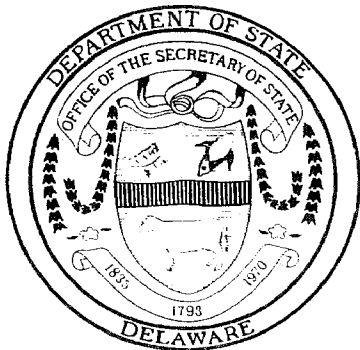


State of DELAWARE



Office of SECRETARY OF STATE

I, Glenn C. Kenton, Secretary of State of the State of Delaware,
do hereby certify that the attached is a true and correct copy of
Certificate of _____ Restated Certificate of Incorporation
filed in this office on _____ December 16, 1982 _____.



Glenn C. Kenton

Glenn C. Kenton, Secretary of State

BY: _____

M. Toon

DATE: _____

December 16, 1982

11.20.82
FILED

Restated
Certificate of Incorporation
of
HARMAN INTERNATIONAL INDUSTRIES,
INCORPORATED

DEC 16 1982

Wm C. Keaton
SECRETARY OF STATE

HARMAN INTERNATIONAL INDUSTRIES, INCORPORATED, a corporation incorporated in the State of Delaware, hereby certifies that (a) this corporation's present name is HARMAN INTERNATIONAL INDUSTRIES, INCORPORATED, (b) the date of filing of this corporation's original certificate of incorporation with the Secretary of State of Delaware was January 31, 1980, (c) the corporation was originally incorporated under the name HARCO INDUSTRIES, INC., (d) this Restated Certificate of Incorporation has been duly proposed by resolution of the Board of Directors of this corporation and has been duly adopted by the stockholders of this corporation in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware, (e) the affirmative vote of the stockholders for the adoption of this Restated Certificate of Incorporation has been given in accordance with Section 242 of the General Corporation Law of the State of Delaware, and written notice has been given as provided in Section 222 and (f) the certificate of incorporation of this Restated Certificate of Incorporation and including amendments set forth herein but not separately filed, is restated and integrated to read in full as follows:

I. The name of the corporation is

HARMAN INTERNATIONAL INDUSTRIES, INCORPORATED

II. The address of its registered office in the State of Delaware is No. 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

III. The nature of the business or purposes to be conducted or promoted is:

To manufacture, by, sell and deal in and with electronic parts and components, equipment, apparatus and devices, metal fittings, parts and accessories for appliances and other goods and wares and merchandise of every kind and description.

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

To manufacture, purchase or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade, deal in and deal with goods, wares and merchandise and personal property of every class and description.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trademarks and trade names, relating to or useful in connection with any business of this corporation.

To acquire by purchase, subscription or otherwise, and to receive, hold, own, guarantee, sell, assign, exchange, transfer, mortgage, pledge or otherwise dispose of or deal in and with any of the shares of the capital stock, or any voting trust certificates in respect of the shares of capital stock, scrip, warrants, rights, bonds, debentures, notes, trust receipts, and other securities obligations, choses in action and evidences of indebtedness or interest issued or created by any corporations, joint stock companies, syndicates, associations, firms, trusts or persons, public or private, or by the government of the United States of America, or by any foreign government, or by any state, territory, province, municipality or other political subdivision or by any governmental agency, and as owner thereof to possess and exercise all the rights, powers and privileges of ownership, including the right to execute consents and vote thereon, and to do any and all acts and things necessary or advisable for the preservation, protection, improvement and enhancement in value thereof.

To borrow or raise money for any of the purposes of the corporation and, from time to time without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance of assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

To purchase, receive, take by grant, gift, devise, bequest or otherwise, lease or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with real or personal property, or any interest therein, wherever situated, and to sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage or pledge, all or any of the corporation's property and assets, or any interest therein, wherever situated.

In general, to possess and exercise all the powers and privileges granted by the General Corporation Law of Delaware or by any other law of Delaware or by this certificate of incorporation together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business or purposes of the corporation.

The business and purposes specified in the foregoing clause shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in this certificate of incorporation, but the business and purposes specified in each of the foregoing clauses of this article shall be regarded as independent business and purposes.

IV. The total number of shares of all classes of stock which this corporation is authorized to issue is 259,081 shares. This corporation is authorized to issue three classes of stock to be designated respectively "Class A Common Stock", "Class B Common Stock" and "8% Cumulative Convertible Preferred Stock". The Class A Common Stock shall have a par value of \$1.00 per share, the Class B Common Stock shall have a par value of \$1.00 per share and the 8% Cumulative Convertible Preferred Stock shall have a par value of \$1.00 per share. The 8% Cumulative Convertible Preferred Stock shall be subdivided into three series to be designated Series A, Series B and Series C. The total number of shares of each class which this corporation shall have authority to issue shall be 31,875 shares of Class A Common Stock; 173,125 shares of Class B Common Stock; and 54,081 shares of 8% Cumulative Convertible Preferred Stock, of which 28,125 shares shall be Series A, 22,581 shares shall be Series B and 3,375 shares shall be Series C.

Upon the filing of this Restated Certificate of Incorporation with the Secretary of State of Delaware, each share of Series A Common Stock of this corporation then issued and outstanding shall thereby and thereupon automatically be reclassified as and become 1.08871 shares of Class A Common Stock, each share of Series B Common Stock of this corporation then issued and outstanding shall thereby

and thereupon automatically be reclassified as and become one (1) share of Class B Common Stock, and each share of Preferred Stock then issued and outstanding shall thereby and thereupon automatically be reclassified as and become one (1) share of Series A Preferred Stock.

The relative rights, preferences, powers, qualifications, limitations and restrictions granted to or imposed upon the respective classes of capital stock or the holders thereof are as follows:

(1) Definitions.

For purposes of this Article IV the following definitions shall apply:

(a) "Board" shall mean the Board of Directors of the Company.

(b) "Common Stock" shall collectively refer to the Class A Common Stock and Class B Common Stock, unless designated otherwise.

(c) "Company" shall mean this corporation.

(d) "Preferred Stock" shall mean the 8% Cumulative Convertible Preferred Stock, including the Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock.

(e) "Subsidiary" shall mean any corporation at least 50% of whose outstanding voting stock shall at the time be owned directly or indirectly by the Company or by one or more Subsidiaries.

(2) Dividends.

(a) The holders of the then outstanding Preferred Stock shall be entitled to receive, when and as declared by the Board, and out of any funds legally available therefor, cumulative dividends at the annual rates of (i) \$5.33 per share for the Series A Preferred Stock, \$13.20 per share for the Series B Preferred Stock and \$3.82 for the Series C Preferred Stock during the first ten 12-month periods subsequent to the respective first dates upon which the shares of Preferred Stock are issued by the Company (the date of first issue as to a series of Preferred Stock being referred to herein as the "Issue Date" of such series), (ii) \$14.67 per share for the Series A Preferred Stock, \$36.50 per share for the Series B Preferred Stock and \$10.51 per share for the Series C Preferred Stock during the 12-month

periods commencing upon those dates which are ten years subsequent to the respective Issue Dates (the "Tenth Anniversary Dates"), which amount shall be increased by \$2.67 per share for the Series A Preferred Stock, \$6.64 per share for the Series B Preferred Stock and \$1.91 per share for the Series C Preferred Stock during each succeeding 12-month period until that date which is 20 years subsequent to the Issue Date for such series and (iii) \$42.00 per share for the Series A Preferred Stock, \$104.00 per share for the Series B Preferred Stock and \$30.10 per share for the Series C Preferred Stock during the 12-month period commencing upon that date which is 20 years subsequent to the Issue Date for such series, which amount shall be increased by \$3.33 per share for the Series A Preferred Stock, \$8.25 per share for the Series B Preferred Stock and \$2.38 per share for the Series C Preferred Stock during each succeeding 12-month period. No dividend shall be declared or paid on any series of Preferred Stock unless there is a concurrent ratable dividend paid on all other series of Preferred Stock, in proportion to the respective dividend preferences of all series of Preferred Stock specified in the next preceding sentence; provided, however, that this provision shall not apply to the payment of dividends accrued on the Series A Preferred Stock prior to the Issue Date of the Series B Preferred Stock.

All dividends shall be payable in cash annually on the 30th date of June in each year commencing on June 30, 1981. Such dividends shall accrue on each share from the date of its original issue and shall accrue from day to day, whether or not earned or declared. Such dividends shall be cumulative so that if such dividends in respect of any previous or current annual dividend period, at the annual rates specified above, shall not have been paid or declared and a sum sufficient for the payment thereof set apart, the deficiency shall be paid on or declared and set apart for the Common Stock. Any accumulation of dividends on the Preferred Stock shall not bear interest.

(b) Unless full dividends on the Preferred Stock for all past dividend periods and the then current dividend period shall have been paid or declared and a sum sufficient for the payment thereof set apart: (i) no dividend whatsoever (other than a dividend payable solely in Common Stock) shall be paid or declared, and no distribution shall be made, on any Common Stock, and (ii) no shares of Common Stock or Preferred Stock shall be purchased, redeemed or acquired by the Company and no monies shall be paid into or set aside or made available for a sinking fund for the purchase, redemption or acquisition thereof; provided, however, that this restriction shall not apply to the repurchase of shares of Common Stock held by employees or officers

of the Company or any Subsidiary which are subject to restrictive stock purchase agreements under which the Company has the option to repurchase such shares upon the occurrence of certain events, including the termination of employment, or the repurchase of up to 3,375 shares of Class A Common Stock carried out concurrently with the issuance and sale of 3,375 shares of Series C Preferred Stock.

(c) No dividend whatsoever shall be paid or declared, and no distribution (of securities of the Company or any other property) shall be made, on any of the Class A Common Stock or Class B Common Stock unless an equivalent dividend is paid or declared, or an equivalent distribution is made, as the case may be, with respect to each share of Common Stock.

(3) Liquidation Rights.

(a) In the event of any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, the holders of each share of Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Company available for distribution to its shareholders, whether such assets are capital, surplus, or earnings, before any payment or declaration and setting apart for payment of any amount shall be made in respect of any of the Common Stock, an amount equal to \$133 per share with respect to the Series A Preferred Stock, \$330 per share with respect to the Series B Preferred Stock, and \$95.42 per share with respect to the Series C Preferred Stock, plus all accrued and unpaid dividends thereon, whether or not earned or declared, to and including the date full payment shall be tendered to the holders thereof with respect to such liquidation, dissolution or winding up, and no more. If upon any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, the assets to be distributed among the holders of the Preferred Stock shall be insufficient to permit the payment to such shareholders of the full preferential amounts aforesaid, then all of the assets of the Company to be distributed shall be distributed ratably to the holders of the respective series of Preferred Stock, in proportion to the respective liquidation preferences of such series specified in the next preceding sentence.

(b) After the payment or distribution to the holders of the Preferred Stock of the full preferential amounts aforesaid, the holders of each share of Class A Common Stock then outstanding shall be entitled to be paid, out of any remaining such assets of the Company, before any payment or declaration and setting apart for payment of any amount shall be made in respect of any of the Class B Common

Stock, an amount equal to \$29.63 per share, and no more. If any such remaining assets shall be insufficient to permit the payment to such holders of Class A Common Stock the full preferential amounts aforesaid, then all of any such remaining assets shall be distributed ratably to the holders of the Class A Common Stock, based on the number of shares of Class A Common Stock held by each holder.

(c) After the payment or distribution to the holders of the Class A Common Stock pursuant to paragraph (3)(b), the holders of the Class B Common Stock then outstanding shall be entitled to receive ratably all of any remaining assets of the Company, based on the number of shares of Class B Common Stock held by each holder.

(d) A consolidation or merger of the Company with or into any other corporation or corporations shall not be deemed to be a liquidation, dissolution, or winding up of the Company as those terms are used in this paragraph (3).

(4) Voluntary Redemption by Company.

(a) At, or any time after, that date which is three years subsequent to the Issue Date of a series of Preferred Stock, the Company may, at the option of the Board, redeem in whole or in part the shares of that series of Preferred Stock, from any source of funds legally available therefor; provided, however, that (i) the right of redemption provided in this paragraph (4) is qualified by the limitations appearing in paragraph (2)(b)(ii) hereof; (ii) the Company shall not redeem any Preferred Stock or give notice of any redemption of Preferred Stock unless the Company has sufficient funds to do so; (iii) in the case of partial redemption, the number of shares of Preferred Stock to be redeemed shall in no event be less than 33-1/3% of the largest number of shares of Preferred Stock at any time theretofore outstanding; and (iv) no series of Preferred Stock shall be redeemed unless there is a concurrent and proportionate redemption of each other series of Preferred Stock.

(b) The redemption price for each share of Preferred Stock shall be an amount in cash equal to the sum of \$133 for the Series A Preferred Stock, \$330 per share for the Series B Preferred Stock and \$95.42 per share for the Series C Preferred Stock plus the amount of all accrued and unpaid dividends thereon, whether or not earned or declared, to and including the date fixed for redemption (such total amount being hereinafter referred to as the "Redemption Price").

(c) In the event of such a redemption of only a part of the then outstanding shares of any series of Preferred Stock, the Company shall effect such redemption ratably according to the number of shares held of that series by each holder of the Preferred Stock.

(d) At least 30 days and not more than 60 days prior to the date fixed for any such redemption of the Preferred Stock (hereinafter referred to as the "Redemption Date"), written notice (hereinafter referred to as the "Redemption Notice") shall be mailed, postage prepaid, to each holder of record of the Preferred Stock at his post office address last shown on the records of the Company. The Redemption Notice shall state:

(i) Whether all or less than all the outstanding shares of the Preferred Stock are to be redeemed and the total number of shares being redeemed;

(ii) The number of shares of Preferred Stock held by the holder which the Company intends to redeem;

(iii) The Redemption Date and Redemption Price;

(iv) The date upon which the holder's Conversion Rights (as hereinafter defined) as to such shares terminate; and

(v) That the holder is to surrender to the Company, in the manner and at the place designated, his certificate or certificates representing the shares of Preferred Stock to be redeemed.

(e) On or before the Redemption Date, each holder of Preferred Stock to be redeemed, unless he has previously exercised his option to convert the shares as provided in paragraph (6) hereof, shall surrender the certificate or certificates representing such shares to the Company, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price for such shares shall be payable to the order of the person whose names appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be canceled and retired. In the event less than all of the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares.

(f) If the Redemption Notice shall have been duly given, and if on the Redemption Date the Redemption Price is either paid or made available for payment through

the deposit arrangement specified in subparagraph (g) below, then notwithstanding that the certificates evidencing any of the shares of Preferred Stock so called for redemption shall not have been surrendered, the dividends with respect to such shares shall cease to accrue after the Redemption Date and all rights with respect to such shares shall forthwith after the Redemption Date cease and terminate, except only the right of the holders to receive the Redemption Price without interest upon surrender of their certificate or certificates therefor.

(g) On or prior to the Redemption Date, the Company may deposit with any bank or trust company in either the Borough of Manhattan, New York, or Los Angeles, California, having a capital and surplus of at least \$100,000,000, as a trust fund, a sum equal to the Redemption Price of all shares of Preferred Stock called for redemption and not yet redeemed, with irrevocable instructions and authority to the bank or trust company to pay, on and after the Redemption Date or prior thereto, the Redemption Price to the respective holders upon the surrender of their share certificates. From and after the date of such deposit (even if prior to the Redemption Date), the shares so called for redemption shall be redeemed. The deposit shall constitute full payment of the shares to their holders, and from and after the date of the deposit the shares shall be deemed to be no longer outstanding, and the holders thereof shall cease to be shareholders with respect to such shares and shall have no rights with respect thereto except the right to receive from the bank or trust company payment of the Redemption Price of the shares, without interest, upon surrender of their certificates therefor, and the right to convert such shares as provided in paragraph (6) hereof. Any monies so deposited and unclaimed at the end of one year from the Redemption Date shall be released or repaid to the Company, after which the holders of shares called for redemption shall be entitled to receive payment of the Redemption Price only from the Company. Any monies so deposited on account of the Redemption Price of shares of Preferred Shares which are converted prior to the expiration of the Conversion Rights shall be repaid to the Company forthwith upon the conversion of such shares.

(5) Voting Rights.

(a) Each holder of shares of Preferred Stock shall be entitled to vote on all matters and, except as otherwise provided herein, shall be entitled to the number of votes equal to the largest number of full shares of Common Stock into which such shares of Preferred Stock could be converted, pursuant to the provisions of paragraph (6)

hereof, at the record date for the determination of the shareholders entitled to vote on such matters or, if no such record date is established, at the date such vote is taken or any written consent of shareholders is solicited. Each holder of shares of any of the Common Stock shall be entitled to one vote for each share thereof held. Except as otherwise expressly provided herein or as required by law, the holders of shares of Class A Common Stock, Class B Common Stock and Preferred Stock shall vote together and not as separate classes. On all matters on which shares of Common Stock vote as a separate class from the Preferred Stock, either as required by law or by this Certificate of Incorporation, the holders of the Class A Common Stock shall vote together with the holders of the Class B Common Stock and not as separate classes.

(b) If (i) at any time after the first Tenth Anniversary Date, all then unpaid accumulated dividends on each share of the Preferred Stock having accrued on or prior to the Tenth Anniversary Date are not paid by the Company (whether or not funds are legally available therefor) in eight equal quarterly installments on the 30th day of each of the third, sixth, ninth, twelfth, fifteenth, eighteenth, twenty-first and twenty-fourth months next succeeding the first Tenth Anniversary Date, or in any more accelerated fashion, (ii) subsequent to the first Tenth Anniversary Date all dividends on the Preferred Stock, other than the accumulated dividends referred to in the foregoing clause (i), are not paid when and as the same become payable pursuant to paragraph (2)(a), whether or not funds are legally available therefor, (iii) there shall exist a Default (as defined in either that certain Securities Purchase Agreement dated as of May 20, 1980 or that certain Securities Purchase Agreement dated as of December 14, 1982, collectively the "Securities Purchase Agreement" among the Company and the purchasers thereunder), immediately upon the giving of written notice to the Company by the holders of shares of Preferred Stock representing at least 33-1/3% of the votes entitled to be cast by the holders of the Preferred Stock (based on the number of shares of Class B Common Stock into which such shares of Preferred Stock could then be converted), the holders of the Preferred Stock shall be entitled to elect the smallest number of directors which shall constitute a majority of the authorized number of directors of the Company, with the holders of the Preferred Stock voting as a separate class and not with the holders of the shares of Common Stock, and the holders of shares of Common Stock, as a class, shall be entitled to elect the remaining members of the Board, in each case anything herein or in the Bylaws of the Company to the contrary notwithstanding. Elections of directors by the

holders of shares of Preferred Stock and Common Stock, voting separately as two classes as described above, shall be performed in accordance with the cumulative voting provisions set forth in paragraph (5)(f) below. Upon the election by the holders of shares of Preferred Stock of the directors they are entitled to elect as hereinabove provided, the terms of office of all persons who were theretofore directors of the Company shall forthwith terminate whether or not the holders of the shares of Common Stock shall then have elected the remaining directors of the Company.

(c) If and when (i) all dividends on the Preferred Stock theretofore unpaid and thereby vesting the voting rights set forth in paragraph 5(b) shall have been paid, (ii) no Default under the Securities Purchase Agreement shall exist and (iii) the full dividend on the Preferred Stock for the then current dividend period shall have been paid in full or declared and set apart for payment, then the holders of the shares of Preferred Stock shall be divested of all of the voting rights specified in paragraph (5)(b); but always subject to the same provisions vesting such voting rights in the holders of the shares of Preferred Stock in case of the occurrence of further like events concerning such rights, as provided in paragraph (5)(b). Upon the termination of any such voting rights as hereinabove provided, the Board shall call a special meeting of stockholders at which all directors will be elected, and the terms of office of all persons who are then directors of the Company shall terminate immediately upon the election of their successors.

(d) Whenever under the provisions of paragraph (5)(b) the right shall have accrued to the holders of the shares of Preferred Stock as a class to elect directors, the Board shall, within 10 days after delivery to the Company at its principal office of a request to such effect by the holders of shares of Preferred Stock representing at least 33-1/3% of the votes entitled to be cast by the holders of the Preferred Stock, call a special meeting of the stockholders for the election of directors, to be held upon not less than 20 nor more than 30 days' notice to such holders. If such notice of meeting is not given within 10 days required above, the holders of Preferred Stock requesting the calling of such meeting may also call such meeting on similar notice and shall have access to the stock books and records of the Company. At any meeting so called or at any other meeting held while the holders of the outstanding shares of Preferred Stock shall have the voting power provided in paragraph (5)(b) above, the holders of shares of Preferred Stock representing at least 33-1/3% of the votes

entitled to be cast by the holders of Preferred Stock, present in person or by proxy, shall be sufficient to constitute a quorum for the election of directors as herein provided.

(e) In the case of any vacancy in the office of a director occurring among the directors elected by the holders of the shares of Preferred Stock as a class pursuant to the foregoing provisions of paragraph 5(b), the remaining directors elected by the holders of the Preferred Stock, by affirmative vote of a majority thereof, or the remaining director so elected if there be but one, may, subject to the provisions of paragraph (5)(c) hereof and to the last sentence of this paragraph (5)(e), elect a successor or successors to hold office for the unexpired terms of the director or directors whose place or places shall be vacant. Likewise in case of any vacancy in the office of a director occurring among the directors elected by the holders of the Common Stock, such directors by affirmative vote of a majority thereof, or the remaining director so elected if there be but one, may elect a successor or successors to hold office for the unexpired term of the director or directors whose place or places shall be vacant. Any director who shall have been elected by the holders of Preferred Stock or by any directors so elected as provided in this paragraph 5(e) may be removed during the aforesaid term of office, either for or without cause, by, and only by, the affirmative vote of the holders of shares of Preferred Stock representing at least a majority of the votes entitled to be cast by the holders of the Preferred Stock, given at a special meeting of such stockholders duly called for that purpose, and any vacancy thereby created may be filled by the holders of shares of Preferred Stock represented at such meeting; provided, however, that no such director may be removed (unless all of such directors are removed) if the votes of the holders of the Preferred Stock cast against such removal would be sufficient to elect such director if voted cumulatively at an election at which the same number of total votes were cast and the entire number of directors which the holders of Preferred Stock, voting as a class pursuant to paragraph (5)(b), were then entitled to elect, were then being elected.

(f) Every shareholder entitled to vote at any election of directors may cumulate such shareholder's votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which the shareholder's shares are entitled, or distribute the shareholder's votes on the same principle among as many candidates as the shareholder thinks fit. No shareholder shall be entitled to cumulate votes (i.e., cast for any one or more candidates a number of votes greater

than the number of the shareholder's shares) unless such candidate or candidates' names have been placed in nomination prior to the voting and the shareholder has given notice at the meeting, prior to the voting, of the shareholder's intention to cumulate his votes. If any one shareholder has given such notice, all shareholders may cumulate their votes for candidates in nomination. In any election of director, the candidates receiving the highest number of votes of the shares entitled to be voted for them up to the number of directors to be elected by such shares are elected.

(6) Conversion.

The holders of the Preferred Stock and Class A Common Stock shall have the following conversion rights (the "Conversion Rights"):

(a) Right to Convert Preferred Stock. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Company or any transfer agent for the Preferred Stock or Class B Common Stock, into fully paid and nonassessable shares of Class B Common Stock at the Conversion Price (as hereinafter defined) in effect at the time of conversion determined as hereinafter provided and upon the terms hereinafter set forth.

In the event of a redemption of any shares of Preferred Stock pursuant to paragraph (4) hereof, the Conversion Rights shall terminate as to the shares designated for redemption at the close of business on the day preceding the Redemption Date, unless default is made in payment of the Redemption Price.

(b) Right to Convert Class A Common Stock. Each share of Class A Common Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Company or any transfer agent for the Class B Common Stock, into one fully paid and nonassessable share of Class B Common Stock.

(c) Automatic Conversion.

(i) Each share of Preferred Stock shall automatically be converted into shares of Class B Common Stock at the then effective Conversion Price, and each share of Class A Common Stock shall automatically be converted into one share of Class B Common Stock, immediately upon the closing of an underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of the Company's

Class B Common Stock for the account of the Company in which the aggregate gross proceeds received by the Company, at the public offering price, equal or exceed \$3,000,000, the public offering price per share of which, in the case of the Series A Preferred Stock exceeds \$200 per share, and in the case of the Series B Preferred Stock and Series C Preferred Stock the public offering price of which equals or exceeds \$457 per share (appropriately adjusted for subdivisions and combinations of shares of Class B Common Stock and dividends on Class B Common Stock payable in shares of Class B Common Stock) and the obligation of the underwriters with respect to which is that if any of the securities being offered are purchased, all such securities must be purchased; provided, however, that such conversion shall be conditioned upon the Company paying all accrued and unpaid dividends on the outstanding Preferred Stock, whether or not earned or declared, to and including the date of such conversion; provided, further, that the Company may, at its option, in lieu of making a full cash payment of all such accrued and unpaid dividends, make payment thereof in whole shares of Class B Common Stock, valued at such public offering price, plus cash in lieu of any fractional shares, so that such cash plus the value of such Class B Common Stock equals the amount of such accrued and unpaid dividends.

(ii) Upon the occurrence of the event specified in subsection (i) of this subparagraph (6)(c), the outstanding shares of Preferred Stock and Class A Common Stock shall be automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent; provided, however, that the Company shall not be obligated to issue certificates evidencing the shares of Class B Common Stock issuable upon such conversion unless certificates evidencing such shares of Preferred Stock or Class A Common Stock, as the case may be, are either delivered to the Company or any transfer agent, as hereinafter provided, or the holder notifies the Company or any transfer agent, as hereinafter provided, that such Certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection therewith. Upon the occurrence of such automatic conversion of the Preferred Stock and Class A Common Stock, the holders of the Preferred Stock and Class A Common Stock shall surrender the certificates representing such shares at the office of the Company or of any transfer agent for the Class B Common Stock. Thereupon, there shall be issued and delivered to such holder, promptly at such office and in his name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of

Class B Common Stock into which the shares of Preferred Stock and Class A Common Stock surrendered were convertible on the date on which such automatic conversion occurred.

(iii) Each share of Class A Common Stock shall automatically be converted into one share of Class B Common Stock if at any time an aggregate of at least 14,063 shares of Preferred Stock have been converted into shares of Class B Common Stock pursuant to paragraph (6)(a) hereof. Such conversion shall incurr automatically without any further action by the holders of such shares and whether or not certificates representing such shares are surrendered to the Company or its transfer agent; provided, however, that the Company shall not be obligated to issue certificates evidencing the shares of Class B Common Stock issuable upon such conversion unless certificates evidencing such shares of Class A Common Stock are either delivered to the Company or any transfer agent, as hereinafter provided, or the holder notifies the Company or any transfer agent, as hereinafter provided, that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection therewith. Upon the occurrence of such automatic conversion of the Class A Common Stock, the holders of the Class A Common Stock shall surrender the certificates representing such shares at the office of the Company or any transfer agent for the Class B Common Stock. Thereupon, there shall be issued and delivered to such holder, promptly at such office and in his name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Class B Common Stock into which the shares of Class A Common Stock surrendered were so automatically converted.

(d) Conversion Price of Preferred Stock.

The respective series of Preferred Stock shall be convertible into the number of shares of Class B Common Stock which results from dividing the Conversion Price per share in effect at the time of conversion into \$66.67 for each share of Series A Preferred Stock, \$165 for each share of Series B Preferred Stock and \$47.71 for each share of Series C Preferred Stock being converted. The initial Conversion Price per share shall be \$66.67 for the Series A Preferred Stock, \$165 per share for the Series B Preferred Stock and \$47.71 per share for the Series C Preferred Stock. Such initial Conversion Prices shall be subject to adjustment from time to time as provided herein.

(e) Mechanics of Conversion. Before any holder of Preferred Stock or Class A Common Stock shall be entitled to convert the same into shares of Class B Common

Stock, he shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or of any transfer agent for the Class B Common Stock, and shall give written notice to the Company at such office that he elects to convert the same and shall state therein the number of shares of Preferred Stock and Class A Common Stock being converted. Thereupon the Company shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Class B Common Stock to which he shall be entitled as aforesaid.

Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares to be converted, and the person or persons entitled to receive the shares of Class B Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Class B Common Stock on such date.

(f) Adjustment for Stock Splits and Combinations. If the Company shall at any time or from time to time after the Issue Date effect a subdivision of the outstanding Common Stock, the Conversion Prices then in effect immediately before that subdivision shall be proportionately decreased, and conversely, if the Company shall at any time or from time to time after the Issue Date combine the outstanding shares of Common Stock, the Conversion Prices then in effect immediately before the combination shall be proportionately increased. Any adjustment under this subparagraph (f) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(g) Adjustment for Certain Dividends and Distributions. In the event the Company at any time, or from time to time, after the Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in additional shares of Class A Common Stock or Class B Common Stock, then and in each such event the Conversion Prices then in effect shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Conversion Prices then in effect by a fraction:

(1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date; and

(2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Class A Common Stock or Class B Common Stock issuable in payment of such dividend or distribution;

provided, however, if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Prices shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Prices shall be adjusted pursuant to this subparagraph (g) as of the time of actual payment of such dividends or distributions.

(h) Adjustments for Other Dividends and Distributions. In the event the Company at any time or from time to time after the Issue Date shall make or issue, or fix a record date for the determination of holders of Class A Common Stock or Class B Common Stock entitled to receive, a dividend or other distribution payable in securities of the Company other than shares of Class A Common Stock or Class B Common Stock, then and in each such event provision shall be made so that the holders of Preferred Stock shall receive upon conversion thereof in addition to the number of shares of Class B Common Stock receivable thereupon, the amount of securities of the Company which they would have received had their Preferred Stock been converted into Class B Common Stock on the date of such event and had they thereafter, during the period from the date of such event to and including the Conversion Date, retained such securities receivable by them as aforesaid during such period, giving application to all adjustments called for during such period under this paragraph (6) with respect to the rights of the holders of the Preferred Stock.

(i) Adjustment for Reclassification, Exchange and Substitution. If the Class B Common Stock issuable upon the conversion of the Preferred Stock shall be changed into the same or different number of shares of any class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares or stock dividend provided for above, or reorganization, merger, consolidation or sale of assets provided for elsewhere in this paragraph (6)), then and in each such event the holder of each share of Preferred Stock shall have the right thereafter to convert such share into the kind and amount of shares of stock and other securities and property receivable upon such reorganization, reclassification or other change by holders of the number of shares of Class B Common Stock into which such shares of

Preferred Stock might have been converted immediately prior to such reorganization, reclassification or other change, all subject to further adjustment provided herein.

(j) Reorganizations, Mergers, Consolidations or Sales of Assets. If at any time or from time to time there shall be a capital reorganization of the Class B Common Stock (other than subdivision, combination, reclassification or exchange of shares provided for elsewhere in this paragraph (6) or a merger or consolidation of the Company with or into another corporation, or the sale of all or substantially all of the Company's properties and assets to any other person, then, as a part of such reorganization, merger, consolidation or sale, provision shall be made so that the holders of the Preferred Stock shall thereafter be entitled to receive, upon conversion of the Preferred Stock, the number of shares of stock or other securities or property of the Company, or of the successor corporation resulting from such reorganization, merger, consolidation or sale, to which a holder of the Class B Common Stock deliverable upon such conversion would have been entitled on such reorganization, merger, consolidation or sale. In any such case, appropriate adjustment shall be made in the application of the provisions of this paragraph (6) with respect to the rights of the holders of the Preferred Stock after the reorganization, merger, consolidation or sale to the end that the provisions of this paragraph (6) (including provisions for the adjustment of the Conversion Prices then in effect and the number of shares purchasable upon conversion of the Preferred Stock) shall be applicable after that event and be as nearly equivalent to the provisions hereof as is practicable.

(k) Sale of Shares Below Conversion Price.

(1) If at any time or from time to time after the Issue Date the Company shall issue or sell Additional Shares of Common Stock (as hereinafter defined), other than as a dividend or other distribution on any class of stock as provided in subparagraph (g) above and other than upon a subdivision or combination of shares of Class B Common Stock as provided in subparagraph (f) above, for a consideration per share less than a then existing Conversion Price (or, if an adjusted Conversion Price shall be in effect by reason of a previous adjustment, then less than such adjusted Conversion Price), then and in each such case that Conversion Price shall be reduced, as of the opening of business on the date of such issue or sale, to a price determined by multiplying that Conversion Price by a fraction (1) the numerator of which shall be (A) the number of shares of Common Stock outstanding at the close of business

on the day next preceding the date of such issue or sale, plus (B) the number of shares of Class A Common Stock or Class B Common Stock which the aggregate consideration received by the Company for the total number of Additional Shares of Common Stock so issued would purchase at such Conversion Price, and (2) the denominator of which shall be the number of shares of Common Stock outstanding at the close of business on the date of such issue or sale after giving effect to the issuance of such Additional Shares of Common Stock. This subparagraph (k) shall be applied separately to the Conversion Price of each series of Preferred Stock.

(2) For the purpose of making any adjustment in the Conversion Price or number of shares of Class B Common Stock purchasable on conversion of the Preferred Stock as provided above, the consideration received by the Company for any issue or sale of securities shall,

(A) to the extent it consists of cash, be computed at the net amount of cash received by the Company after deduction of any expenses payable by the Company and any underwriting or similar commissions, compensation, or concessions paid or allowed by the Company in connection with such issue or sale;

(B) to the extent it consists of property other than cash, be computed at the fair value of that property as determined in good faith by the Board; and

(C) if Additional Shares of Common Stock, Convertible Securities (as hereinafter defined) or rights or options to purchase either Additional Shares of Common Stock or Convertible Securities are issued or sold together with other stock or securities or other assets of the Company for a consideration which covers both, be computed as the portion of the consideration so received that may be reasonably determined in good faith by the Board to be allocable to such Additional Shares of Common Stock, Convertible Securities or rights or options.

(3) For the purpose of the adjustment provided in subsection (1) of this subparagraph (k), if at any time or from time to time after the Issue Date the Company shall issue any rights or options for the purchase of, or stock or other securities convertible into, Additional Shares of Common Stock (such convertible stock or securities being hereinafter referred to as "Convertible Securities"), then, in each case, if the Effective Price (as hereinafter defined) of such rights, options or Convertible Securities shall be less than the then existing Conversion Price of the Preferred Stock, the Company shall be deemed to have issued at the time of the issuance of such rights or options or

Convertible Securities the maximum number of Additional Shares of Common Stock issuable upon exercise or conversion thereof and to have received as consideration for the issuance of such rights or options or Convertible Securities, plus, in the case of such options or rights, the minimum amounts of consideration, if any, payable to the Company upon the exercise of such options or rights, and, in the case of Convertible Securities, the minimum amounts of consideration, if any, payable to the Company (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) upon the conversion thereof. "Effective Price" shall mean the quotient determined by dividing the total of all of such consideration by such maximum number of Additional Shares of Common Stock. No further adjustment of the Conversion Price adjusted upon the issuance of such rights, options or Convertible Securities shall be made as a result of the actual issuance of Additional Shares of Common Stock on the exercise of any such rights or options or the conversion of any such Convertible Securities.

If any such rights or options or the conversion privileges represented by any such Convertible Securities shall expire without having been exercised, the Conversion Price adjusted upon the issuance of such rights, options or Convertible Securities shall be readjusted to the Conversion Price which would have been in effect had an adjustment been made on the basis that the only Additional Shares of Common Stock so issued were the Additional Shares of Common Stock, if any, actually issued or sold on the exercise of such rights or options or conversion of such Convertible Securities, and such Additional Shares of Common Stock, if any, were issued or sold for the consideration actually received by the Company upon such exercise, plus the consideration, if any, actually received by the Company for the granting of all such rights and options, whether or not exercised, plus the consideration received for issuing or selling the Convertible Securities actually converted plus the consideration, if any, actually received by the Company (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) on the conversion of such Convertible Securities.

(4) For the purpose of the adjustment provided for in subsection (1) of this subparagraph (k), if at any time or from time to time after the Issue Date the Company shall issue any rights or options for the purchase of convertible Securities, then, in each such case, if the effective Price (as hereinafter defined) thereof is less than the then current Conversion Price, the Company shall be deemed to have issued at the time of the issuance of such rights or options the maximum number of Additional Shares of

Common Stock issuable upon the conversion of the total amount of Convertible Securities covered by such rights or options and to have received as consideration for the issuance of such Additional Shares of Common Stock an amount equal to the amount of consideration, if any, received by the Company for the issuance of such rights or options, plus the minimum amounts of consideration, if any, received by the Company for the issuance of such rights or options, plus the minimum amounts of consideration, if any, payable to the Company upon the exercise of such rights or options and plus the minimum amount of consideration, if any, payable to the Company (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) upon the conversion of such Convertible Securities. "Effective Price" shall mean the quotient determined by dividing the total amount of such consideration by such maximum number of Additional Shares of Common Stock. No further adjustment of the Conversion Price adjusted upon the issuance of such rights or options or upon the actual issuance of Additional Shares of Common Stock upon the conversion of such Convertible Securities.

The provisions of subsection (3) above for the readjustment of the Conversion Price upon the expiration of rights or options or the rights of conversion of Convertible Securities, shall apply mutatis mutandis to the rights, options and Convertible Securities referred to in this subparagraph (4).

(1) Definition. The term "Additional Shares of Common Stock" as used herein shall mean all shares of Class A Common Stock and Class B Common Stock issued by the Company after the Issue Date, whether or not subsequently reacquired or retired by the Company, other than (i) the issuance of the first 55,000 shares of Class B Common Stock authorized hereby, (ii) the Class B Common Stock issuable upon conversion of the Preferred Stock, and (iii) the 15,000 shares of Class A Common Stock issuable upon the exercise of employee stock options or pursuant to employee stock purchase agreements, which options and agreements are approved by the Board.

(m) Accountants' Certificates of Adjustment. In each case of an adjustment or readjustment of the Conversion Price or the number of shares of Class B Common Stock or other securities issuable upon conversion of the Preferred Stock, the Company, at its expense, shall cause independent public accountants of recognized standing selected by the Company (who may be the independent public accountants then auditing the books of the Company) to compute such adjustment or readjustment in accordance with the Company's Certificate of Incorporation and prepare a certificate showing

such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to each registered holder of the Preferred Stock at the holder's address as shown in the Company's books. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based including a statement of (A) the consideration received or to be received by the Company for any Additional Shares of Common Stock issued or sold or deemed to have been issued or sold, (B) the Conversion Price at the time in effect and (C) the number of Additional Shares of Common Stock and the type and amount, if any, of other property which at the time would be received upon conversion of the Preferred Stock.

(n) Notices of Record Date. In the event of (i) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or (ii) any capital reorganization of the Company, any reclassification recapitalization of the capital stock of the Company or any transfer of all or substantially all of the assets of the Company to any other corporation, or any other entity or person, or any voluntary or involuntary dissolution, liquidation or winding up of the Company, the Company shall mail to ealder of Preferred Stock at least 30 days prior to the record date specified therein, a notice specifying (A) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution, (B) the date on which any such reorganization, reclassification, transfer, consolidation, merger, dissolution, liquidation or winding up is expected to become effective, and (C) the time, if any, that is fixed, as to when the holders of record of Class B Common Stock (or other securities) shall be entitled to exchange their shares of Class B Common Stock (or other securities) for securities or other property deliverable upon such reorganization, reclassification, transfer, consolidation, merger, dissolution, liquidation or winding up.

(o) Fractional Shares. No fractional shares of Class B Common Stock shall be issued upon conversion of Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Company shall pay cash equal to the product of such fraction multiplied by the fair market value of one share of the Company's Class B Common Stock on the date of conversion, as determined in good faith by the Board.

(p) Reservation of Stock Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued shares of

Class B Common Stock, solely for the purpose of effecting the conversion of the shares of the Preferred Stock and Class A Common Stock, such number of its shares of Class B Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Preferred Stock and Class A Common Stock; and if at any time the number of authorized but unissued shares of Class B Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock and Class A Common Stock, the Company will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Class B Common Stock to such number of shares as shall be sufficient for such purpose.

(q) Notices. Any notice required by the provisions of this paragraph (6) to be given to the holders of shares of the Preferred Stock shall be deemed given five business days after the same has been deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Company.

(r) Payment of Taxes. The Company will pay all taxes and other governmental charges that may be imposed in respect of the issue or delivery of shares of Class B Common Stock upon conversion of shares of Preferred Stock, including without limitation, any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Class B Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered.

(s) No Dilution or Impairment. The Company shall not amend its Certificate of Incorporation or participate in any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, for the purpose of avoiding or seeking to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in carrying out all such action as may be reasonably necessary or appropriate in order to protect the conversion rights of the holders of the Preferred Stock against dilution or other impairment.

(7) Other Rights and Preferences of Common Stock.

Except as otherwise expressly provided herein or as required by law, the rights, preferences, powers, qualifications, limitations and restrictions of the Class A Common Stock and Class B Common Stock shall be equal in all respects.

(8) Restrictions and Limitations.

(a) So long as any shares of Preferred Stock remain outstanding, the Company shall not, and shall not permit any Subsidiary to, without the vote or written consent by the holders of at least 66-2/3% of the then outstanding shares of each series of Preferred Stock:

(i) Redeem, purchase or otherwise acquire for value, any share or shares of Preferred Stock otherwise than by redemption in accordance with paragraph (4) hereof; or

(ii) Pay, declare or set apart any dividend (other than a dividend payable solely in shares of Class B Common Stock) or make any distribution on, or purchase, redeem or otherwise acquire (or pay into or set aside for a sinking fund for such purpose), any of the Common Stock, unless at least 66-2/3% of the largest number of shares of each series of Preferred Stock at any time theretofore outstanding have been converted into Class B Common Stock pursuant to the provisions of paragraph (6) hereof, but in any event subject to the provisions of paragraph (2)(b) hereof; provided however, that this restriction shall not apply to the repurchase of shares of Common Stock held by employees or officers of the Company or any Subsidiary which are subject to restrictive stock purchase agreements under which the Company has the option to repurchase such shares upon the occurrence of certain events, including the termination of employment.

(b) The Company shall not, without the vote or written consent by the holders of at least 66-2/3% of the then outstanding shares of each series of Preferred Stock:

(i) Amend or change the Certificate of Incorporation of the Company so as to amend or change any of the rights, preferences or privileges of or limitations provided herein for the benefit of any shares of Preferred Stock; or

(2) Amend or change the Certificate of Incorporation of the Company so as to increase the total number of authorized shares of Class A Common Stock or change any of the relative voting rights, liquidation rights or other rights, preferences or privileges of the Class A Common Stock in relation to the Class B Common Stock; or

(3) Authorize or issue, or obligate itself to issue, any other equity security senior to or on a

parity with the Preferred Stock as to dividend or redemption rights, liquidation preferences, conversion rights, voting rights or otherwise; or

(4) Effect any sale, lease, assignment, transfer or other conveyance of all or substantially all of the assets of the Company or any of its Subsidiaries, or any consolidation or merger involving the Company or any of its Subsidiaries, or any reclassification or other change of any stock, or any recapitalization, or any dissolution, liquidation or winding up, of the Company or, unless the obligations of the Company under an agreement are expressly conditioned upon the requisite approval of the holders of the Preferred Stock, make any agreement or become obligated so to do; provided, however, that the Company may effect (or make an agreement or become obligated to effect) a consolidation or merger involving, or a sale, lease, assignment, transfer or other conveyance of all or substantially all of the assets of, any of its subsidiaries other than James B. Lansing Sound, Inc., Hilco Holding Company, Inc. and Harman International Leasing Company, Inc. if the aggregate fair market value of all assets of the Subsidiaries to be merged or consolidated and of all assets so sold, leased, assigned, transferred or otherwise conveyed pursuant to this proviso (A) during the period commencing on the Issue Date of the Series A Preferred Stock and ending on the last day of the Company's first complete fiscal year of twelve months commencing after that Issue Date does not exceed \$12,000,000 and (B) during any subsequent fiscal year does not exceed 15% of the consolidated total assets of the Company and its Subsidiaries as reflected in the audited consolidated financial statements of the Company and its subsidiaries (as delivered pursuant to the Securities Purchase Agreement to the Investors named therein) at the end of the respective preceding fiscal year, and; provided, further, that the Company may effect any consolidation, merger, sale, lease, assignment, transfer or other conveyance if such transaction is among wholly-owned subsidiaries only or is an acquisition by the Company of the assets of a wholly-owned Subsidiary or is a merger of a wholly-owned Subsidiary into the Company; or

(5) Permit any Subsidiary to issue or sell, or obligate such Subsidiary to issue or sell, except to the Company or any wholly-owned subsidiary, any stock of such Subsidiary; or

(6) Increase or decrease (other than by redemption or conversion) the total number of authorized shares of Preferred Stock; or

(7) Without limiting the generality of paragraph (8)(b)(1) hereof, amend the Certificate of Incorporation so as to:

(A) Increase or reduce the dividend rates on the Preferred Stock provided for herein, or make such dividends noncumulative, or defer the date from which such dividends will accrue, or cancel accrued and unpaid dividends, or change the relative seniority rights of the holders of Preferred Stock as to the payment of dividends in relation to the holders of any other capital stock of the Company; or

(B) Increase or reduce the amounts payable to the holders of the Preferred Stock upon the voluntary or involuntary liquidation, dissolution or winding up of the Company, or change the relative seniority of the liquidation preferences of the holders of the Preferred Stock to the rights upon liquidation of the holders of any other stock of the Company or to the rights upon liquidation of any series of Preferred Stock; or

(C) Increase or reduce the Redemption Prices specified in paragraph (4)(b) hereof; or

(D) Extend or accelerate the date on which shares of Preferred Stock can be voluntarily redeemed by the Company pursuant to paragraph (4) hereof; or

(E) Cancel or modify the Conversion Rights provided for in paragraph (6) hereof.

(c) Except as otherwise expressly provided in this paragraph (8), any changes or amendments to the Certificate of Incorporation of the Company may be made in accordance with applicable law.

(9) No Reissuance of Preferred Stock or Class A Common Stock.

No share or shares of Preferred Stock or Class A Common Stock acquired by the Company by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such share shall be canceled, retired and eliminated from the shares which the Company shall be authorized to issue. Promptly upon any such redemption, purchase, conversion or other acquisition by the Company, the Company shall cause a certificate identifying the shares and reciting their retirement to be executed, acknowledged and filed in accordance with Sections 243(b) and 103 of the Delaware Corporation Law, as amended.

V. The corporation is to have perpetual existence.

VI. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the by-laws of the corporation.

VII. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation

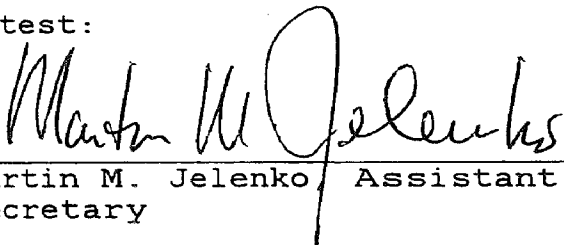
VIII. The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, HARMAN INTERNATIONAL INDUSTRIES, INCORPORATED has caused this Restated Certificate of Incorporation to be signed by Jerry Kalov, its President, and attested by Martin M. Jelenko, its Assistant Secretary, this 14th day of December, 1982.

HARMAN INTERNATIONAL INDUSTRIES,
INCORPORATED

By 
Jerry Kalov, President

Attest:


Martin M. Jelenko, Assistant
Secretary

RECEIVED FOR RECORD

DEC 16 1982

W. J. DUGAN, Jr., Recorder