

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Communitect, Inc.		07/09/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Solutionreach, Inc.
Street Address:	3098 Executive Parkway, Suite 300
City:	Lindon
State/Country:	UTAH
Postal Code:	84043
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3161402	BUILDING PATIENT RELATIONSHIPS ONE MESSAGE AT A TIME
Registration Number:	3631264	SMILE REMINDER
Registration Number:	3097228	SMILE REMINDER
Registration Number:	3631265	SMILE REMINDER
Registration Number:	3801701	SMILEDASH
Registration Number:	3801698	SMILEDASH
Registration Number:	4177080	SOLUTIONREACH
Registration Number:	4177079	SOLUTIONREACH

CORRESPONDENCE DATA

Fax Number: 8017995700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 801.799.5825
 Email: docket@hollandhart.com

CH \$215.00 3161402

Correspondent Name: H. Matthew Horlacher
Address Line 1: P.O. Box 11583
Address Line 4: Salt Lake City, UTAH 84110

ATTORNEY DOCKET NUMBER: 43407.0022

NAME OF SUBMITTER: H. Matthew Horlacher

Signature: /H. Matthew Horlacher/

Date: 11/13/2012

Total Attachments: 19

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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "SOLUTIONREACH, INC.", FILED IN THIS OFFICE ON THE NINTH DAY OF JULY, A.D. 2012, AT 6:51 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3159953 8100

120818285

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9700399

DATE: 07-10-12

TRADEMARK
REEL: 004899 FRAME: 0118

CERTIFICATE OF
RESTATED CERTIFICATE OF INCORPORATION
OF
SOLUTIONREACH, INC.

* * * * *

*Adopted in accordance with Section 242 and Section 245
of the General Corporation Law of the State of Delaware*

* * * * *

The undersigned, being the Chief Executive Officer of Solutionreach, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (the "Corporation"), does hereby certify as follows:

FIRST: The Corporation filed its original Certificate of Incorporation with the Secretary of State of the State of Delaware on January 14, 2000 (the "Original Certificate") under the name of Communitect.com Inc.

SECOND: The Board of Directors of the Corporation has unanimously adopted a resolution approving the Amended and Restated Certificate of Incorporation set forth on Exhibit A attached hereto (the "Amended and Restated Certificate of Incorporation") pursuant to the provisions of Section 141(f) and Section 242 of the General Corporation Law of the State of Delaware.

THIRD: The Amended and Restated Certificate of Incorporation has been duly adopted in accordance with Section 242 and Section 245 of the General Corporation Law of the State of Delaware and was approved by written consent of the stockholders of the Corporation in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned does hereby certify under penalties of perjury that this Certificate of Restated Certificate of Incorporation is the act and deed of the undersigned and the facts stated herein are true and accordingly has hereunto set his hand this 9th day of July, 2012.

By: /s/ Jim Higgins
Name: Jim Higgins
Title: Chief Executive Officer

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
SOLUTIONREACH, INC.

ARTICLE I

The name of the Corporation is Solutionreach, Inc.

ARTICLE II

The address of the corporation's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle, 19801. The name of the registered agent at such address is The Corporation Trust Company.

ARTICLE III

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV

A. Authorized Capital Stock.

The total number of shares of capital stock that the Corporation has authority to issue is 220,000,000, consisting of:

- (1) 70,000,000 shares of Preferred Stock, par value \$0.001 per share (the "Preferred Stock"), all of which are initially designated Series A Preferred Stock (the "Series A Preferred"); and
- (2) 150,000,000 shares of Common Stock, par value \$0.001 per share (the "Common Stock").

The shares of Preferred Stock and Common Stock shall have the rights, preferences and privileges and qualifications, limitations and restrictions set forth in this Article IV.

In accordance with the provisions of Section 242(b)(2) of the General Corporation Act of the State of Delaware, the number of authorized shares of any class or series of stock may be increased or decreased by the affirmative vote of the holders of a majority of the issued and outstanding shares of stock of the Corporation entitled to vote thereon irrespective of the class or series vote requirements set forth in Section 242(b)(2) of the General Corporation Act of the State of Delaware (but, in the case of any decrease, not below the number of outstanding shares of any such class or series).

Shares of Preferred Stock may be issued from time to time in one or more series. The board of directors of the Corporation is hereby authorized to determine and alter all rights, preferences and privileges and qualifications, limitations and restrictions thereof (including, without limitation, voting rights and the limitation and exclusion thereof) granted to or imposed upon any wholly unissued series of

Preferred Stock and the number of shares constituting any such series and the designation thereof, and to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any series subsequent to the issue of shares of that series then outstanding. In the event that the number of shares of any series is so decreased, the shares constituting such reduction shall resume the status which such shares had prior to the adoption of the resolution originally fixing the number of shares of such series.

Upon filing of this Amended and Restated Certificate of Incorporation (this "Restated Certificate") with the Secretary of State of the State of Delaware, each share of then outstanding Common Stock and Preferred Stock of the Corporation, shall, without any action on the part of the holders thereof or the Corporation, be converted into ten (10) shares of Common Stock or Preferred Stock, as applicable (the "Stock Split"). Such Stock Split shall be effected on a holder-by-holder basis. No further adjustment of any numbers set forth in this Restated Certificate shall be made as a result of the Stock Split, as all share amounts, amounts per share and per share numbers set forth in this Restated Certificate have been adjusted to reflect the Stock Split. Notwithstanding the foregoing, the par value of each share of the outstanding Common Stock and Preferred Stock shall not be adjusted in connection with the Stock Split, and after the Stock Split the par value of the Common Stock and Preferred Stock shall remain at \$0.001. Each stock certificate of the Corporation which immediately prior to the filing of this Restated Certificate represents one or more shares of Common Stock or Preferred Stock shall immediately after the filing of this Restated Certificate represent (i) a number of shares of Common Stock or Preferred Stock, as applicable, equal to ten (10) times the number of shares of capital stock represented by such certificate prior to the filing of this Restated Certificate (the "Split-Adjusted Shares"). The Corporation shall, upon the request of each holder of record having a certificate or certificates representing shares of Common Stock and/or Preferred Stock issued and outstanding immediately prior to the filing of this Restated Certificate (each a "Pre-Split Certificate"), issue and deliver to such holder in exchange for each Pre-Split Certificate, a new certificate or certificates representing the Common Stock or Preferred Stock, as applicable, reflecting the Stock Split, provided, however, that the Corporation shall not be obligated to issue a new certificate evidencing such Split-Adjusted Shares unless and until the corresponding Pre-Split Certificate is delivered to the Corporation or its transfer agent, or the holder notifies the Corporation or its transfer agent that the Pre-Split Certificate has been lost, stolen or destroyed and executes an agreement reasonably satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with the Pre-Split Certificate

B. Powers, Preferences and Special Rights of the Series A Preferred.

The rights, preferences and privileges and qualifications, limitations and restrictions relating to the Series A Preferred are as follows:

Section 1. Dividends.

1A. General Obligation. When and as declared by the board of directors of the Corporation and to the extent permitted under the General Corporation Law of Delaware, the Corporation shall pay preferential dividends in cash to the holders of the Series A Preferred as provided in this Section 1. Except as otherwise provided herein, dividends on each share of the Series A Preferred (a "Share") shall accrue on a daily basis at the rate of 8.0% per annum of the sum of the Liquidation Value thereof plus all accumulated and unpaid dividends thereon from and including the date of issuance of such Share to and including the first to occur of (i) the date on which the Liquidation Value of such Share (plus all accrued and unpaid dividends thereon) is paid to the holder thereof in connection with the liquidation, dissolution and winding up of the Corporation or the redemption or repurchase of such Share by the Corporation, (ii) the date on which such Share is converted into shares of Conversion Stock hereunder, and (iii) the date on which such Share is otherwise acquired by the Corporation. Such dividends shall

accrue whether or not they have been declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends and such dividends shall be cumulative such that all accrued and unpaid dividends shall be fully paid or declared with funds irrevocably set apart for payment before any dividends may be declared or paid with respect to any Junior Securities. The date on which the Corporation initially issues any Share shall be deemed to be its "date of issuance" regardless of the number of times transfer of such Share is made on the stock records maintained by or for the Corporation and regardless of the number of certificates which may be issued to evidence such Share.

1B. Dividend Reference Dates. To the extent not paid on December 31 of each year (each, a "Dividend Reference Date"), beginning December 31, 2012, all dividends which have accrued on each Share outstanding during the twelve-month period (or such shorter period in the case of the initial Dividend Reference Date) ending on each such Dividend Reference Date shall be accumulated and shall remain accumulated dividends with respect to such Share until paid to the holder thereof. Until paid, accumulated dividends are accrued and unpaid dividends hereunder.

1C. Certain Limitations/Adjustments. If upon consummation of a Change in Ownership, Fundamental Change or liquidation, dissolution or winding up of the Corporation (a "Liquidity Event"), the Investors shall have received (or shall be entitled to receive in connection with such Liquidity Event) Investor Cash Inflows that equal or exceed 300% of Investor Cash Outflows, after taking into account dilution from all restricted stock and stock options that may become vested in connection with such Liquidity Event and after giving effect to this Section 1C (any such Liquidity Event, a "Qualified Liquidity Event"), then the aggregate amount of accrued and unpaid dividends on each Share as of immediately prior to the consummation of such Qualified Liquidity Event shall be deemed to be zero. For the avoidance of doubt, at the time of any Qualified Liquidity Event, all references in this Certificate of Incorporation to accrued and unpaid dividends with respect to any Share shall be deemed to refer to the accrued and unpaid dividends with respect to such Share after giving effect to this Section 1C.

1D. Distribution of Partial Dividend Payments. Except as otherwise provided herein, if at any time the Corporation pays less than the total amount of dividends then accrued with respect to the Series A Preferred, such payment shall be distributed pro rata among the holders thereof based upon the aggregate accrued and unpaid dividends on the Shares held by each such holder.

1E. Participating Dividends. In addition to any other dividends accruing or declared hereunder, in the event that the Corporation declares or pays any dividends upon the Common Stock (whether payable in cash, securities or other property), other than dividends payable solely in shares of Common Stock issued upon the outstanding shares of Common Stock, the Corporation shall also declare and pay to the holders of the Series A Preferred at the same time that it declares and pays such dividends to the holders of the Common Stock, the dividends which would have been declared and paid with respect to the Common Stock issuable upon conversion of the Series A Preferred had all of the outstanding Series A Preferred been converted immediately prior to the record date for such dividend, or if no record date is fixed, the date as of which the record holders of Common Stock entitled to such dividends are to be determined.

Section 2. Liquidation.

2A. General Preference and Priority. Upon any liquidation, dissolution or winding up of the Corporation (whether voluntary or involuntary), each holder of Series A Preferred shall be entitled to be paid, before any distribution or payment is made upon any Junior Securities, an amount in cash equal to the greater of (i) the aggregate Liquidation Value of all Shares held by such holder plus all accrued and unpaid dividends thereon and (ii) the amount which such holder would be entitled to receive upon such liquidation, dissolution or winding up if all of such holder's Series A Preferred (and all other

shares of Series A Preferred) were converted into Conversion Stock immediately prior to such liquidation, dissolution or winding up plus an additional amount equal to all accrued and unpaid dividends on such holder's Series A Preferred, if any, and the holders of Series A Preferred shall not be entitled to any further payment in respect thereof. If, upon any such liquidation, dissolution or winding up of the Corporation, the Corporation's assets to be distributed among the holders of the Series A Preferred are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid pursuant to this Section 2, then the entire assets available to be distributed to the Corporation's stockholders shall be distributed pro rata among such holders of Series A Preferred based upon the aggregate Liquidation Value (plus all accrued and unpaid dividends thereon) of the Series A Preferred held by each such holder. Not less than 30 days prior to the payment date stated therein, the Corporation shall deliver written notice of any such liquidation, dissolution or winding up to each record holder of Series A Preferred, setting forth in reasonable detail the amount of proceeds payable under each of clauses (i) and (ii) above with respect to each Share and each share of Junior Securities in connection with such liquidation, dissolution or winding up.

2B. Deemed Liquidations. For purposes of this Section 2, any Fundamental Change or Change in Ownership shall (unless otherwise determined by the holders of a majority of the outstanding Series A Preferred) be deemed to be a liquidation, dissolution and winding up of the Corporation, and each holder of Series A Preferred shall be entitled to receive in connection therewith payment from the Corporation (or the successor or purchasing entity) of an amount in cash equal to the aggregate amount specified herein that such holders would have received upon a liquidation, dissolution and winding up of the Corporation in accordance with this Section 2. If a Fundamental Change or Change in Ownership involves the payment by a successor or purchasing entity to the Corporation's stockholders of consideration in whole or in part other than cash, then at the election of the holders of a majority of the outstanding Series A Preferred the amounts payable to the holders of Series A Preferred pursuant to this Section 2 shall be paid in the same form of consideration that is paid to the Corporation's other stockholders, and if any of the Corporation's other stockholders are given an option as to the form of consideration to be received, then all holders of Series A Preferred shall be given the same option (with it being understood that the value of any such non-cash consideration shall be determined as provided in Section 5C(v) of this Part B of Article IV or, at the election of the holders of a majority of the outstanding Series A Preferred, as may be provided in the definitive agreement(s) entered into in connection with any such Fundamental Change or Change in Ownership).

Section 3. Priority of Series A Preferred on Dividends and Redemptions. So long as any Series A Preferred remains outstanding, without the prior written consent of the holders of a majority of the outstanding Series A Preferred, the Corporation shall not, nor shall it permit any Subsidiary to, redeem, repurchase or otherwise acquire directly or indirectly any Junior Securities, nor shall the Corporation directly or indirectly pay or declare any dividend or make any distribution upon any Junior Securities, except in each case as expressly permitted pursuant to the terms of the Recapitalization Agreement.

Section 4. Voting Rights.

4A. General. The holders of the Series A Preferred shall be entitled to notice of all stockholders meetings in accordance with the Corporation's Bylaws, and, in addition to any circumstances in which the holders of the Series A Preferred shall be entitled to vote as a separate class under the General Corporation Law of Delaware, the holders of the Series A Preferred shall be entitled to vote on all matters (including the election of directors) submitted to the stockholders for a vote together with the holders of the Common Stock voting together as a single class with each share of Common Stock entitled to one vote per share and each share of Series A Preferred entitled to a number of votes (including fractions thereof) equal to the number of shares of Common Stock (including fractions thereof) issuable

upon conversion of the Series A Preferred as of the record date for such vote (or, if no record date is specified, as of the date of such vote).

4B. Protective Provisions. The holders of the Series A Preferred shall be entitled to the special voting and approval rights set forth in the Investor Rights Agreement.

Section 5. Conversion

5A. Conversion Procedure.

(i) At any time and from time to time, any holder of Series A Preferred (with respect to such holder's Shares of Series A Preferred) or the holders of a majority of the outstanding Series A Preferred (with respect to all holders of Series A Preferred) may elect to convert all or any portion of the Shares into a number of shares of Conversion Stock computed by multiplying the number of Shares to be converted by \$1.023600161 and dividing the result by the Conversion Price then in effect. If at any time the holders of a majority of the outstanding Series A Preferred elect to convert less than all of the outstanding Series A Preferred, then each holder of Series A Preferred shall have converted a number of Shares of Series A Preferred equal to the product of the aggregate number of Shares of Series A Preferred to be converted multiplied by a fraction, the numerator of which is the aggregate number of Shares of Series A Preferred held by such holder and the denominator of which is the aggregate number of Shares of Series A Preferred held by all such holders. The Corporation shall provide each holder of Series A Preferred Units with at least five (5) days prior written notice of each date of conversion hereunder (as elected by the holders of a majority of the outstanding Series A Preferred) and shall specify therein the number of Shares of Series A Preferred held by such holder to be converted on such date

(ii) Except as otherwise provided herein, each conversion of Series A Preferred shall be deemed to have been effected as of the close of business on the date on which the certificate or certificates representing the Series A Preferred to be converted have been surrendered for conversion at the principal office of the Corporation. At the time any such conversion has been effected, the rights of the holder of the Shares converted as a holder of Series A Preferred shall cease and the Person or Persons in whose name or names any certificate or certificates for shares of Conversion Stock are to be issued upon such conversion shall be deemed to have become the holder or holders of record of the shares of Conversion Stock represented thereby.

(iii) Notwithstanding any other provision hereof, if a conversion of Series A Preferred is to be made in connection with a Fundamental Change, Change in Ownership, Public Offering or other transaction affecting the Corporation or a holder of Series A Preferred, the conversion of any Shares of Series A Preferred may, at the election of the converting holder or the holders of a majority of the outstanding Series A Preferred electing conversion, as applicable, be conditioned upon the consummation of such event or transaction, in which case such conversion shall not be deemed to be effective until such event or transaction has been consummated.

(iv) Promptly (and in any event within two (2) business days) after a conversion has been effected, the Corporation shall deliver to the converting holder:

(a) cash in an amount of all accrued and unpaid dividends on the Shares converted;

(b) cash in the amount payable pursuant to Section 5A(ix) of this Part B of Article IV with respect to such conversion;

(c) a certificate or certificates representing the number of shares of Conversion Stock issuable by reason of such conversion in such name or names and such denomination or denominations as the converting holder has specified; and

(d) a certificate representing any Shares of Series A Preferred which were represented by the certificate or certificates delivered to the Corporation in connection with such conversion but which were not converted.

(v) If the Corporation is not permitted under applicable law to pay any portion of any accrued and unpaid dividends on the Series A Preferred being converted, then the Corporation shall pay such dividends (plus interest on such unpaid amount at the same rate, and calculated in the same manner, as dividends accrued on the Shares prior to conversion) to the converting holder as soon thereafter as such payment is permitted under applicable law. At the request of any such converting holder, the Corporation shall provide such holder with written evidence of its obligation to pay such dividends (with interest) to such holder.

(vi) The issuance of certificates for shares of Conversion Stock upon conversion of Series A Preferred shall be made without charge to the holders of such Series A Preferred for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such conversion and the related issuance of shares of Conversion Stock. Upon conversion of each Share of Series A Preferred, the Corporation shall take all such actions as are necessary in order to ensure that the Conversion Stock issuable with respect to such conversion shall be validly issued, fully paid and nonassessable, free and clear of all taxes (other than any taxes relating to any dividends paid in connection with such conversion), liens, charges and encumbrances with respect to the issuance thereof.

(vii) The Corporation shall not close its books against the transfer of Series A Preferred or of Conversion Stock issued or issuable upon conversion of Series A Preferred in any manner which interferes with the timely conversion of Series A Preferred. The Corporation shall assist and cooperate with any holder of Shares required to make any governmental filings or obtain any governmental approval prior to or in connection with any conversion of Shares hereunder (including, without limitation, making any filings required to be made by the Corporation and the Corporation shall pay all filing fees and expenses payable by the Corporation or any such holder in connection therewith).

(viii) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Conversion Stock, solely for the purpose of issuance upon the conversion of the Series A Preferred, such number of shares of Conversion Stock issuable upon the conversion of all outstanding Series A Preferred. All shares of Conversion Stock which are so issuable shall, when issued, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens, charges and encumbrances. The Corporation shall take all such actions as may be necessary to assure that all such shares of Conversion Stock may be so issued without violation of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which shares of Conversion Stock may be listed (except for official notice of issuance which shall be immediately delivered by the Corporation upon each such issuance). The Corporation shall not take any action which would cause the number of authorized but unissued shares of Conversion Stock to be less than the number of such shares required to be reserved hereunder for issuance upon conversion of the Series A Preferred.

(ix) If any fractional interest in a share of Conversion Stock would, except for the provisions of this Section 5A(ix), be delivered upon any conversion of the Series A Preferred, then the Corporation, in lieu of delivering the fractional share therefor, shall pay an amount to the holder thereof equal to the Market Price of such fractional interest as of the date of conversion

5B Conversion Price.

(i) The initial "Conversion Price" shall be \$1.023600161. In order to prevent dilution of the conversion rights granted under this Section 5, the Conversion Price shall be subject to adjustment from time to time pursuant to this Section 5B.

(ii) If and whenever on or after the original date of issuance of Series A Preferred the Corporation issues or sells, or in accordance with Section 5C is deemed to have issued or sold, any shares of its Common Stock for a consideration per share less than the Conversion Price in effect immediately prior to the time of such issue or sale, then immediately upon such issue or sale or deemed issue or sale the Conversion Price shall be reduced to the Conversion Price determined by dividing (a) the sum of (1) the product derived by multiplying the Conversion Price in effect immediately prior to such issue or sale by the number of shares of Common Stock Deemed Outstanding immediately prior to such issue or sale, plus (2) the consideration, if any, received by the Corporation upon such issue or sale, by (b) the number of shares of Common Stock Deemed Outstanding immediately after such issue or sale.

(iii) Notwithstanding the foregoing, there shall be no adjustment in the Conversion Price as a result of any issue or sale (or deemed issue or sale) of: (a) up to an aggregate of 7,381,350 shares of Common Stock issued upon the exercise of options to purchase Common Stock granted to employees, directors or service providers of the Corporation and its Subsidiaries pursuant to any Stock Option Plan, as such number of shares is proportionately adjusted for subsequent stock splits, combinations and dividends affecting the Common Stock (such calculation of aggregate shares of Common Stock shall include the maximum number of shares of Common Stock issued or issuable pursuant to any grant or award of equity securities to employees, directors or service providers that are exercised prior to, or outstanding at, the time the Corporation first issues any Share); (b) shares of Common Stock issuable upon the conversion of the Series A Preferred; and (c) shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split or other distribution on the shares of Common Stock that is covered by Section 5D or Section 5E.

(iv) Notwithstanding anything herein to the contrary, any downward adjustment of the Conversion Price may be waived by the written consent or vote of the holders of the majority of the outstanding Series A Preferred either before or after the issuance causing the adjustment. Any such waiver shall bind all future holders of shares of Series A Preferred.

5C. Effect on Conversion Price of Certain Events. For purposes of determining the adjusted Conversion Price under Section 5B, the following shall be applicable:

(i) Issuance of Rights or Options. If the Corporation in any manner grants or sells any Options and the price per share for which Common Stock is issuable upon the exercise of such Options, or upon conversion or exchange of any Convertible Securities issuable upon exercise of such Options, is less than the Conversion Price in effect immediately prior to the time of the granting or sale of such Options, then the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon conversion or exchange of the total

maximum amount of such Convertible Securities issuable upon the exercise of such Options shall be deemed to be outstanding and to have been issued and sold by the Corporation at the time of the granting or sale of such Options for such price per share. For purposes of this Section 5C(i), the "price per share for which Common Stock is issuable" shall be determined by dividing (a) the total amount, if any, received or receivable by the Corporation as consideration for the granting or sale of such Options, plus the minimum aggregate amount of additional consideration payable to the Corporation upon exercise of all such Options, plus in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the issuance or sale of such Convertible Securities and the conversion or exchange thereof, by (b) the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon the conversion or exchange of all such Convertible Securities issuable upon the exercise of such Options. No further adjustment of the Conversion Price shall be made when Convertible Securities are actually issued upon the exercise of such Options or when Common Stock is actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(ii) Issuance of Convertible Securities. If the Corporation in any manner issues or sells any Convertible Securities and the price per share for which Common Stock is issuable upon conversion or exchange thereof is less than the Conversion Price in effect immediately prior to the time of such issue or sale, then the maximum number of shares of Common Stock issuable upon conversion or exchange of such Convertible Securities shall be deemed to be outstanding and to have been issued and sold by the Corporation at the time of the issuance or sale of such Convertible Securities for such price per share. For the purposes of this Section 5C(ii), the "price per share for which Common Stock is issuable" shall be determined by dividing (a) the total amount received or receivable by the Corporation as consideration for the issue or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof, by (b) the total maximum number of shares of Common Stock issuable upon the conversion or exchange of all such Convertible Securities. No further adjustment of the Conversion Price shall be made when Common Stock is actually issued upon the conversion or exchange of such Convertible Securities, and if any such issue or sale of such Convertible Securities is made upon exercise of any Options for which adjustments of the Conversion Price had been or are to be made pursuant to other provisions of this Section 5, no further adjustment of the Conversion Price shall be made by reason of such issue or sale.

(iii) Change in Option Price or Conversion Rate. If the purchase price provided for in any Options, the additional consideration, if any, payable upon the conversion or exchange of any Convertible Securities or the rate at which any Convertible Securities are convertible into or exchangeable for Common Stock changes at any time, the Conversion Price in effect at the time of such change shall be immediately adjusted to the Conversion Price which would have been in effect at such time had such Options or Convertible Securities still outstanding provided for such changed purchase price, additional consideration or conversion rate, as the case may be, at the time initially granted, issued or sold. For purposes of this Section 5C(iii), if the terms of any Option or Convertible Security which was outstanding as of the original date of issuance of the Series A Preferred are changed in the manner described in the immediately preceding sentence, then such Option or Convertible Security and the Common Stock deemed issuable upon exercise, conversion or exchange thereof shall be deemed to have been issued as of the date of such change; provided that no such change shall at any time cause the Conversion Price hereunder to be increased.

(iv) Treatment of Expired Options and Unexercised Convertible Securities. Upon the expiration of any Option or the termination of any right to convert or exchange any Convertible Security without the exercise of any such Option or right, the Conversion Price then in effect hereunder shall be adjusted immediately to the Conversion Price which would have been in effect at the time of such expiration or termination had such Option or Convertible Security, to the extent outstanding immediately prior to such expiration or termination, never been issued. For purposes of this Section 5C(iv), the expiration or termination of any Option or Convertible Security which was outstanding as of the first date of issuance of any Series A Preferred shall not cause the Conversion Price hereunder to be adjusted unless, and only to the extent that, a change in the terms of such Option or Convertible Security caused it to be deemed to have been issued after the first date of issuance of any Series A Preferred.

(v) Calculation of Consideration Received. If any Common Stock, Option or Convertible Security is issued or sold or deemed to have been issued or sold for cash, the consideration received therefor shall be deemed to be the amount received by the Corporation therefor (net of discounts, commissions and related expenses). If any Common Stock, Option or Convertible Security is issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be the fair value of such consideration, except where such consideration consists of securities, in which case the amount of consideration received by the Corporation shall be the Market Price thereof as of the date of receipt. If any Common Stock, Option or Convertible Security is issued to the owners of the non-surviving entity in connection with any merger in which the Corporation is the surviving corporation, the amount of consideration therefor shall be deemed to be the fair value of the portion of the net assets of the non-surviving entity that is attributable to such Common Stock, Option or Convertible Security, as the case may be. The fair value of any consideration or net assets other than cash and securities (and, if applicable, the portions thereof attributable to any such stock or securities) shall be determined jointly by the Corporation and the holders of a majority of the outstanding Series A Preferred. If such parties are unable to reach agreement within a reasonable period of time, the fair value of such consideration shall be determined by an independent appraiser (other than one of the "Big Four" accounting firms) experienced in valuing such type of consideration jointly selected by the Corporation and the holders of a majority of the outstanding Series A Preferred. The determination of such appraiser shall be final and binding upon the parties, and the fees and expenses of such appraiser shall be borne by the Corporation.

(vi) Integrated Transactions. In case any Option is issued in connection with the issue or sale of other securities of the Corporation, together comprising one integrated transaction in which no specific consideration is allocated to such Option by the parties thereto, the Option shall be deemed to have been issued for a consideration of \$0.01.

(vii) Treasury Shares. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Corporation or any Subsidiary, and the disposition of any shares so owned or held shall be considered an issue or sale of Common Stock.

(viii) Record Date. If the Corporation takes a record of the holders of Common Stock for the purpose of entitling them (a) to receive a dividend or other distribution payable in Common Stock, Options or in Convertible Securities or (b) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record date shall be deemed to be the date of the issue or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or upon the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

5D. Subdivision or Combination of Common Stock. If the Corporation at any time subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to such subdivision shall be proportionately reduced, and if the Corporation at any time combines (by reverse stock split or otherwise) one or more classes of its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately increased.

5E. Organic Change. Prior to the consummation of any Organic Change, the Corporation shall make appropriate provisions (in form and substance satisfactory to the holders of a majority of the outstanding Series A Preferred) to ensure that (i) the Series A Preferred shall not be cancelled or retired as a result of such Organic Change and each of the holders of the Series A Preferred shall thereafter have the right to acquire and receive, in lieu of or in addition to (as the case may be) the shares of Conversion Stock immediately theretofore acquirable and receivable upon the conversion of such holder's Series A Preferred, such shares of stock, securities or assets as such holder would have received in connection with such Organic Change if such holder had converted its Series A Preferred immediately prior to such Organic Change (plus all accrued and unpaid dividends on the Series A Preferred held by such holder immediately prior to such Organic Change) and (ii) the rights, preferences and privileges of the Series A Preferred are otherwise preserved. In each such case, the Corporation shall also make appropriate provisions (in form and substance satisfactory to the holders of a majority of the outstanding Series A Preferred) to ensure that the provisions of this Section 5 and Section 6 shall thereafter be applicable to the Series A Preferred (including, in the case of any such Organic Change in which the successor entity or purchasing entity is other than the Corporation, an immediate adjustment of the Conversion Price to the value for the Common Stock reflected by the terms of such Organic Change, and a corresponding immediate adjustment in the number of shares of Conversion Stock acquirable and receivable upon conversion of Series A Preferred, if the value so reflected is less than the Conversion Price in effect immediately prior to such Organic Change). The Corporation shall not effect any such Organic Change, unless prior to the consummation thereof, the successor entity (if other than the Corporation) resulting from consolidation or merger or the entity purchasing such assets assumes by written instrument (in form and substance satisfactory to the holders of a majority of the outstanding Series A Preferred), the obligation to deliver to each such holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holder may be entitled to acquire. The holders of a majority of the outstanding Shares of Series A Preferred shall have the right to elect the benefits of this Section 5E or, to the extent applicable, Section 2B in connection with any such Organic Change.

5F. Certain Events. If any event occurs of the type contemplated by the provisions of this Section 5 but not expressly provided for by such provisions (including, without limitation, the granting of stock appreciation rights, phantom stock rights or other rights with equity features), then the board of directors of the Corporation shall make an appropriate adjustment in the Conversion Price so as to protect the rights of the holders of Series A Preferred; provided that no such adjustment shall increase the Conversion Price as otherwise determined pursuant to this Section 5 or decrease the number of shares of Conversion Stock issuable upon conversion of each Share of Series A Preferred.

5G. Notices.

(i) Promptly following any adjustment of the Conversion Price, the Corporation shall give written notice thereof to all holders of Series A Preferred, setting forth in reasonable detail and certifying the calculation of such adjustment.

(ii) The Corporation shall give written notice to all holders of Series A Preferred at least 20 days prior to the date on which the Corporation closes its books or takes a

record (a) with respect to any dividend or distribution upon Common Stock, (b) with respect to any pro rata subscription offer to holders of Common Stock or (c) for determining rights to vote with respect to any Organic Change, dissolution or liquidation.

(iii) The Corporation shall also give written notice to the holders of Series A Preferred at least 20 days prior to the date on which any Organic Change shall take place.

5H. Mandatory Conversion. All of the outstanding Shares of Series A Preferred shall automatically convert into Conversion Stock in accordance with the provisions of this Section 5 upon the consummation of a Qualified Public Offering. Any such mandatory conversion shall be effected only at the time of and subject to the consummation of the sale of shares pursuant to such Qualified Public Offering upon written notice of such mandatory conversion delivered to all holders of Series A Preferred at least seven days prior to the consummation of such Qualified Public Offering.

Section 6. Purchase Rights. If at any time the Corporation grants, issues or sells any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of Common Stock (the "Purchase Rights"), then each holder of Series A Preferred shall be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which such holder could have acquired if such holder had held the number of shares of Conversion Stock acquirable upon conversion of such holder's Series A Preferred immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

Section 7. Registration of Transfer. The Corporation shall keep at its principal office a register for the registration of Series A Preferred. Upon the surrender of any certificate representing Series A Preferred at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of Shares represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of Shares as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the Series A Preferred represented by such new certificate from the date to which dividends have been fully paid on such Series A Preferred represented by the surrendered certificate. The issuance of new certificates shall be without charge to the holders of the surrendered certificates for any issuance in respect thereof or other cost incurred by the Corporation in connection with such issuance.

Section 8. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing Shares of Series A Preferred, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of Shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the Series A Preferred represented by such new certificate from the date to which dividends have been fully paid on such lost, stolen, destroyed or mutilated certificate.

Section 9. Definitions.

“Change in Ownership” means any sale, transfer or issuance or series of sales, transfers and/or issuances of shares of the Corporation’s capital stock by the Corporation or any holders thereof which results in the holders of Common Stock and Series A Preferred as of immediately after the consummation of the transactions contemplated by the Recapitalization Agreement, ceasing to own more than 50% of the Corporation’s Common Stock (assuming conversion of the Series A Preferred) at the time of such sale, transfer or issuance or series of sales, transfers and/or issuances.

“Common Stock” means the Corporation’s Common Stock and any capital stock of any class of the Corporation hereafter authorized which is not limited to a fixed sum or percentage of par or stated value in respect to the rights of the holders thereof to participate in dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Corporation.

“Common Stock Deemed Outstanding” means, at any given time, the number of shares of Common Stock actually outstanding at such time, plus the number of shares of Common Stock deemed to be outstanding pursuant to Sections 5C(i) and 5C(ii) of this Part B of Article IV whether or not the Options or Convertible Securities are actually exercisable or convertible, as applicable, at such time; provided that the Common Stock Deemed Outstanding at any given time shall not include shares owned or held by or for the account of the Corporation or any of its Subsidiaries.

“Conversion Stock” means shares of the Corporation’s Common Stock, par value \$0.001 per share; provided that if there is a change such that the securities issuable upon conversion of the Series A Preferred are issued by an entity other than the Corporation or there is a change in the type or class of securities so issuable, then the term “Conversion Stock” shall mean one share of the security issuable upon conversion of the Series A Preferred if such security is issuable in shares, or shall mean the smallest unit in which such security is issuable if such security is not issuable in shares.

“Convertible Securities” means any stock or securities (other than Options) directly or indirectly convertible into or exchangeable for Common Stock.

“Stock Option Plan” means the 2012 Solutionreach, Inc. Stock Option Plan to be adopted by the Corporation’s board of directors and any employee option or stock incentive plan that may be adopted by the board of directors of the Corporation from time to time, pursuant to which the Corporation may grant Common Stock and/or options to purchase Common Stock to officers, directors, employees and consultants of the Corporation.

“Fundamental Change” means (i) any sale or transfer of more than 50% of the assets of the Corporation and its Subsidiaries on a consolidated basis (measured either by book value in accordance with generally accepted accounting principles consistently applied or by fair market value determined in the reasonable good faith judgment of the Corporation’s board of directors) in any transaction or series of transactions (other than sales in the ordinary course of business), and (ii) any merger or consolidation to which the Corporation is a party, except for a merger in which the Corporation is the surviving corporation, the terms and relative priorities of the Series A Preferred are not changed and the Series A Preferred is not exchanged for cash, securities or other property, and after giving effect to such merger, the holders of Common Stock and Series A Preferred as of immediately after the consummation of the transactions contemplated by the Recapitalization Agreement shall continue to own more than 50% of the Corporation’s Common Stock (assuming conversion of the Series A Preferred).

“Investors” means, collectively, each of the Persons listed on the Schedule of Purchasers to the Recapitalization Agreement and any of their respective partners, members or Affiliated investment funds or management companies that acquire any of the Series A Preferred purchased by the initial Investors from the Corporation pursuant to the Recapitalization Agreement.

“Investor Cash Inflows” means, without duplication, as of any date of determination, the sum of all cash payments or other cash proceeds actually received by the Investors on or prior to such date with respect to the Series A Preferred purchased by the Investors from the Corporation pursuant to the Recapitalization Agreement and all cash payments or other cash payments actually received by the Investors on or prior to such date with respect to non-cash proceeds previously received with respect to the Series A Preferred purchased by the Investors from the Corporation pursuant to the Recapitalization Agreement, including any cash payments with respect to accrued dividends thereon. For the avoidance of doubt, Investor Cash Inflows shall not include any accrued but unpaid dividends in respect of the Series A Preferred purchased by the Investors from the Corporation pursuant to the Recapitalization Agreement, any expense reimbursements and the like received from time to time by the Investors or any amounts received by any of the Investors with respect to any capital stock or other securities of the Corporation other than the Series A Preferred purchased by the Investors from the Corporation pursuant to the Recapitalization Agreement.

“Investor Cash Outflows” means \$58,000,000.

“Junior Securities” means any capital stock or other equity securities of the Corporation, except for the Series A Preferred and any other class or series of Preferred Stock which by its terms is senior to or *pari passu* with the Series A Preferred with respect to preference and priority on dividends, redemptions and liquidations as approved by a vote of the holders of the Series A Preferred.

“Liquidation Value” of any Share as of any particular date shall be equal to \$1.023600161. For the avoidance of doubt, no dividend paid on any Share shall constitute an offset to or credit against such Share’s Liquidation Value.

“Market Price” of any security means the average of the closing prices of such security’s sales on all securities exchanges on which such security may at the time be listed, or, if there has been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on all such exchanges at the end of such day, or, if on any day such security is not so listed, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by Pink OTC Markets, Inc., or any similar successor organization, in each such case averaged over a period of 21 days consisting of the day as of which “Market Price” is being determined and the 20 consecutive business days prior to such day; provided that if such security is listed on any domestic securities exchange, the term “business days” as used in this sentence means business days on which such exchange is open for trading. If at any time such security is not listed on any securities exchange or quoted in the over-the-counter market, the “Market Price” shall be the fair value thereof determined jointly by the Corporation and the holders of a majority of the outstanding Series A Preferred (without applying any marketability, minority or other discounts). If such parties are unable to reach agreement within a reasonable period of time, such fair value shall be determined (without applying any marketability, minority or other discounts) by an independent appraiser (other than one of the “Big Four” accounting firms) experienced in valuing securities jointly selected by the Corporation and the holders of a majority of the outstanding Series A Preferred. The determination of such appraiser shall be final and binding upon the parties, and the Corporation shall pay the fees and expenses of such appraiser.

“Options” means any rights, warrants or options to subscribe for or purchase Common Stock or Convertible Securities.

“Organic Change” means any recapitalization, reorganization, reclassification, consolidation, merger, sale of all or substantially all of the Corporation’s assets or other transaction, in each case which is effected in such a manner that the holders of Common Stock are entitled to receive

(either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Common Stock.

“Qualified Public Offering” means a Public Offering underwritten on a firm commitment basis by a nationally recognized investment bank in which (i) the aggregate gross proceeds received by the Corporation shall be at least \$50,000,000 and (ii) the price per share paid by the public in such Public Offering will be an amount not less than \$3.070800483 (as appropriately adjusted for stock splits, stock combinations, stock dividends and the like with respect to the Common Stock).

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

“Public Offering” means any offering by the Corporation of its capital stock or equity securities to the public pursuant to an effective registration statement under the Securities Act of 1933, as then in effect, or any comparable statement under any similar federal statute then in force.

“Recapitalization Agreement” means that certain Securities Purchase and Recapitalization Agreement, dated as of April 20, 2012, by and among the Corporation and the other Persons named therein, as such agreement may be amended, modified or waived from time to time in accordance with its terms.

“Subsidiary” means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or control the managing general partner of such limited liability company, partnership, association or other business entity.

Section 10. Amendment and Waiver. No amendment, modification, alteration, repeal or waiver of any provision of this Part B of Article IV shall be binding or effective without the prior written consent of the holders of a majority of the Series A Preferred outstanding at the time such action is taken; provided that no amendment, modification, alteration, repeal or waiver of the terms or relative priorities of the Series A Preferred may be accomplished by the merger, consolidation or other transaction of the Corporation with another corporation or entity unless the Corporation has obtained the prior written consent of the holders of a majority of the outstanding Series A Preferred.

Section 11. Notices. Except as otherwise expressly provided hereunder, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested and postage prepaid, or by reputable overnight courier service, charges prepaid, and shall be deemed to have been given when so mailed or sent (i) to the Corporation, at its principal executive offices and (ii) to any Stockholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise indicated by any such holder)

C. Powers, Preferences and Special Rights of the Common Stock.

Section 1. Dividends. As and when dividends are declared or paid with respect to shares of Common Stock, whether in cash, property or securities of the Corporation, the holders of Common Stock shall be entitled to receive such dividends pro rata at the same rate per share. The rights of the holders of Common Stock to receive dividends are subject to the provisions of the Series A Preferred and any other Preferred Stock.

Section 2. Liquidation. Subject to the provisions of the Series A Preferred and any other Preferred Stock, the holders of the Common Stock shall be entitled to participate pro rata at the same rate per share in all distributions to the holders of Common Stock in any liquidation, dissolution or winding up of the Corporation.

Section 3. Voting Rights. Except as otherwise provided in this Part C or as otherwise required by applicable law, holders of Common Stock shall be entitled to one vote per share on all matters to be voted on by the Corporation's stockholders.

Section 4. 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 Common Stock. Upon the surrender of any certificate representing shares of any class of Common Stock 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 be registered in such name and will represent such number of shares of such class as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate. The issuance of new certificates shall be made without charge to the holders of the surrendered certificates for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such issuance.

Section 5. Replacement. 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 shares of any class of Common Stock, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor its own agreement will be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

Section 6. Notices. All notices referred to herein shall be in writing, and shall be delivered by registered or certified mail, return receipt requested, postage prepaid, and shall be deemed to have been given when so mailed (i) to the Corporation at its principal executive offices and (ii) to any stockholder at such holder's address as it appears in the stock records of the Corporation (unless otherwise specified in a written notice to the Corporation by such holder).

Section 7. Amendment and Waiver. No amendment or waiver of any provision of this Part C shall be effective without the prior written consent of the holders of a majority of the then outstanding shares of Common Stock.

ARTICLE V

The Corporation is to have perpetual existence.

ARTICLE VI

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

ARTICLE VII

Meetings of stockholders may be held within or outside of the State of Delaware, as the bylaws of the Corporation may provide. The books of the Corporation may be kept 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. Election of directors need not be by written ballot unless the by-laws of the Corporation so provide.

ARTICLE VIII

The Corporation shall, to the maximum extent permitted from time to time under the law of the State of Delaware, indemnify and upon request shall advance expenses to any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding or claim, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was or has agreed to be a director of the Corporation or, while a director, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of any corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorney's fees and expenses), judgments, fines, penalties and amounts paid in settlement in connection with the investigation, preparation to defend or defense of such action, suit, proceeding or claim; provided, however, that the foregoing shall not require the Corporation to indemnify or advance expenses to any person in connection with any action, suit, proceeding or claim initiated by or on behalf of such person or any counterclaim against the Corporation initiated by or on behalf of such person. Such indemnification shall not be exclusive of other indemnification rights arising under any by-law, agreement, vote of directors or stockholders or otherwise and shall inure to the benefit of the heirs and legal representatives of such person. Any person seeking indemnification under this Article VIII shall be deemed to have met the standard of conduct required for such indemnification unless the contrary shall be established. Any amendment, repeal or modification of the foregoing provisions of this Article VIII shall not adversely affect any right or protection of a director of the Corporation with respect to any acts or omissions of such director occurring prior to such amendment, repeal or modification.

ARTICLE IX

To the fullest extent permitted by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended, a director of this Corporation shall not be liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director. Any repeal or modification of this Article IX shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE X

The Corporation expressly elects not to be governed by Section 203 of the General Corporation Law of the State of Delaware.

ARTICLE XI

To the maximum extent permitted from time to time under the law of the State of Delaware, the Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to its officers, directors or stockholders, other than those officers, directors or stockholders who are employees of the Corporation. No amendment or repeal of this Article XI shall apply to or have any effect on the liability or alleged liability of any officer, director or stockholder of the Corporation for or with respect to any opportunities of which such officer, director, or stockholder becomes aware prior to such amendment or repeal.

ARTICLE XII

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 herein and by the laws of the State of Delaware, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE XIII

The Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director or officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation arising pursuant to any provision of the Delaware General Corporation Law or the Corporation's Certificate of Incorporation or Bylaws or (iv) any action asserting a claim against the Corporation governed by the internal affairs doctrine.

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