AMENDED AND RESTATEd
ARTICLES OF INCORPORATION
OF
FNX LIMITED

FNX Limited, a corporation organized and existing under the Business Corporation Law of 1988 of the Commonwealth of Pennsylvania, DOES HEREBY CERTIFY:

FIRST: The original Articles of Incorporation of FNX Limited were filed under the Business Corporation Law of 1988 with the Secretary of the Commonwealth of the Commonwealth of Pennsylvania on May 4, 1992.

SECOND: The registered address of FNX Limited is 225 Washington Street, Suite 300, Conshohocken, Pennsylvania 19428.

THIRD: The Amended and Restated Articles of Incorporation of FNX Limited in the form attached hereto as Exhibit A have been duly adopted in accordance with the provisions of Sections 1914(a) and (b) of the Business Corporation Law of 1988 of the Commonwealth of Pennsylvania.

THIRD: The Amended and Restated Articles of Incorporation so adopted read in full as set forth in Exhibit A attached hereto and are hereby incorporated herein by this reference and supersede the original articles of incorporation and all amendments thereto.

FOURTH: The amendment and restatement of the Articles of Incorporation shall be effective upon filing with the Secretary of the Commonwealth of Pennsylvania.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Amended and Restated Articles of Incorporation to be signed by a duly authorized officer thereof this 30th day of August, 2004.

By: ____________________________
Name: Farid Naib
Title: Chief Executive Officer
EXHIBIT A

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

OF

FNX LIMITED

ARTICLE I
NAME

The name of the corporation is FNX Limited (the "Corporation").

ARTICLE II
REGISTERED OFFICE

The address of the registered office of the Corporation is 225 Washington Street, Suite 300, Conshohocken, Pennsylvania 19428.

ARTICLE III
PURPOSES AND POWERS

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law of 1988 of the Commonwealth of Pennsylvania. The Corporation shall have all power necessary or convenient to the conduct, promotion or attainment of such acts or activities.

ARTICLE IV
CAPITAL STOCK

A. The total number of shares of all classes of stock which the Corporation shall have authority to issue is (a) 43,000,000 shares of Common Stock, par value $0.001 per share (the "Common Stock") and (b) 18,204,930 shares of Preferred Stock, par value $0.001 per share (the "Preferred Stock"). No share of Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be cancelled, retired and eliminated from the shares which the Corporation shall be authorized to issue.

B. The rights, powers, preferences, qualifications, limitations and restrictions relating to the first two series of Preferred Stock are as follows:
Section 1
Designation

(a) Series A Preferred Stock. The initial series of Preferred Stock shall be designated "Series A Preferred Stock". The number of authorized shares constituting such series shall be 2,662,500.

(b) Series B Preferred Stock. The second series of Preferred Stock shall be designated "Series B Preferred Stock". The number of authorized shares constituting such series shall be 15,542,430.

Section 2
Dividend Rights

(a) Series B Preferred Stock Cumulative Dividends. The holders of the Series B Preferred Stock shall each be entitled, on a cumulative basis, out of funds legally available therefor, to receive a cash dividend on each share of Series B Preferred Stock equal to twenty percent (20%) per annum of the Series B Original Issue Price (defined below). Dividends on the Series B Preferred Stock shall accrue and shall accumulate from day to day, and shall compound annually as of August 30 of each year (each, a "Calculation Date"), calculated on a 360-day per year basis, based on the actual number of days elapsed, on each outstanding share of Series B Preferred Stock from the date of issuance, whether or not earned or declared, and shall accrue until paid (i) when specifically declared by the Board of Directors of the Corporation, (ii) upon a liquidation, dissolution or winding up of the Corporation (including upon an "Event of a Merger or Sale") pursuant to Section 3 hereof or (iii) upon a redemption pursuant to Section 6 hereof. For purposes of calculating the amount of dividends on the Series B Preferred Stock, on each Calculation Date the accrued but unpaid dividends for the one-year period ending on such Calculation Date shall be deemed added to the Series B Original Issue Price for calculating the amount of dividends on the Series B Preferred Stock thereafter.

(b) Series B Preferred Stock Priority. Until all accrued dividends on the Series B Preferred Stock shall be paid in full, no dividends shall be declared, paid or set aside for payment (other than dividends payable solely in Common Stock of the Corporation) with respect to the Common Stock or any other series of Preferred Stock.

(c) Series B Preferred Stock Participating Dividends. No dividend or distribution shall be declared or paid on any shares of Common Stock (other than dividends payable solely in Common Stock of the Corporation) unless at the same time an equivalent dividend or distribution is paid or declared and set aside for payment on the Series B Preferred Stock (on an as-if converted to Common Stock basis).

(d) Series A Preferred Stock. Subject to the provisions set forth herein and in the Stockholders Agreement (defined below), noncumulative dividends may be declared and paid on the Series A Preferred Stock from funds legally available therefor when, as and if declared by the Board of Directors.
Section 3
Liquidation Rights

(a) Liquidation. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary (including, without limitation, upon any bankruptcy), all of the assets and funds of the Corporation available for distribution to the stockholders shall be distributed as follows:

(i) Prior and in preference to any distribution of any of the assets or funds of the Corporation to the holders of any other class or series of capital stock of the Corporation by reason of their ownership of such stock, the holders of the Series B Preferred Stock shall be first entitled to be paid out of the assets and funds of the Corporation an amount per share of Series B Preferred Stock equal to the greater of (A) the product of (1) 150% and (2) $0.6434 (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) (the "Series B Original Issue Price") for each outstanding share of Series B Preferred Stock held by them and (B) the Series B Original Issue Price for each outstanding share of Series B Preferred Stock held by them plus the amount of all accrued and unpaid dividends on such shares at such time (the "Series B Liquidation Preference"). If upon the occurrence of such event, the assets and funds of the Corporation distributed among the holders of Series B Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amount, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series B Preferred Stock in proportion to the aggregate preferential amount each such holder is otherwise entitled to receive.

(ii) After the payment to the holders of Series B Preferred Stock as set forth in Section 3(a)(i), the holders of Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets or funds of the Corporation to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to $0.49 (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) (the "Series A Original Issue Price") for each outstanding share of Series A Preferred Stock held by them. If upon the occurrence of such event, the assets and funds of the Corporation distributed among the holders of the Series A Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series A Preferred Stock in proportion to the aggregate preferential amount each such holder is otherwise entitled to receive.

(iii) Upon the completion of the distributions as set forth in Section 3(a)(i) and Section 3(a)(ii), the remaining assets and funds of the Corporation available for distribution to stockholders shall be distributed pro rata among the holders of Common Stock.

(b) Deemed Liquidation. A liquidation, dissolution or winding up of the Corporation shall be deemed to be occasioned by, and to include, an "Event of a Merger or Sale." Except as otherwise agreed to by the Requisite Holders (defined below) in writing, an "Event of a Merger or Sale" shall be deemed to be occasioned by, and to include, (A) any acquisition of the Corporation by any person or entity (or group of persons or entities) by means of any transaction or series of transactions (including, without limitation, any reorganization, consolidation or merger of the
Corporation with or into any other entity) (x) in which the holders of the Corporation's outstanding capital stock immediately before the first such transaction do not, immediately after any other such transaction, retain stock or other equity interests representing at least fifty percent (50%) of the voting power of the surviving entity of such transaction or (y) after which any one person or entity and its affiliates hold more than fifty percent (50%) of the voting power of the Corporation's outstanding capital stock; or (B) any sale, conveyance or disposition of all or substantially all of the assets of the Corporation. Except as otherwise agreed to by the Requisite Holders (defined below) in writing, no stockholder of the Corporation shall enter into an Event of a Merger or Sale unless the terms of such transaction or transactions provide that the consideration to be paid to stockholders of the Corporation is to be allocated in accordance with the priorities set forth in this Section 3. This Section 3(b) does not apply to any Event of a Merger or Sale or any other business combination entered into solely for the purpose of effecting a change of domicile to the State of Delaware (as contemplated by Section 6.21 of the Stockholders Agreement).

(c) **Distributions in Property Other than Cash.** Whenever the distribution provided for in this Section 3 shall be payable in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors of the Corporation. If the holders of at least 75% of the then outstanding shares of Series B Preferred Stock (the "Requisite Holders") shall object to the determination of the fair market value of non-cash distributions, the Corporation shall engage a nationally recognized investment bank jointly selected and mutually agreed upon by the Board of Directors of the Corporation and the Requisite Holders to prepare an independent appraisal of the fair market value of such property to be distributed. The determination of the fair market value by such investment bank shall be set forth in a written opinion addressed to the Board of Directors of the Corporation and to the holders of the Series B Preferred Stock and shall be final, conclusive and binding upon the Corporation, the holders of the Common Stock and the holders of the Preferred Stock. The expenses of any appraisal by such investment bank shall be borne by the Corporation.

**Section 4**

**Voting Rights**

(a) **General.** The holder of each share of Preferred Stock shall be entitled to the number of votes equal to the number of full shares of Common Stock into which such holder’s shares of Preferred Stock could be converted on the record date for the vote or written consent of shareholders and shall have voting rights and powers equal to the voting rights and powers of the Common Stock. The holder of each share of Preferred Stock shall be entitled to notice of any shareholders' meeting in accordance with the bylaws of the Corporation and, in addition to any other voting rights as a separate class or series under applicable law or contract, shall vote together with (and not as a separate class from) holders of the Common Stock upon all matters submitted to a vote of shareholders, including, but not limited to, actions amending these Articles of Incorporation to increase the number of authorized shares of Common Stock. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares of Common Stock into which shares of Preferred Stock held by each holder could be converted) shall be rounded up to the nearest whole number.
(b) **Special.** The holders of the Series B Preferred Stock, voting as a separate class, shall be entitled to elect two directors (the "Series B Directors"). At any annual or special meeting of the Corporation (or in a written consent in lieu thereof) held for the purpose of electing directors, the presence in person or by proxy (or by written consent) of the Requisite Holders shall constitute a quorum for the election of the Series B Directors and shall then be entitled to elect the Series B Directors. A Series B Director may be removed during his or her term of office, without cause by, and only by, the affirmative vote or written consent of the Requisite Series B Holders. A vacancy in the seat held by the Series B Director shall be filled by vote or written consent of the Requisite Holders. Without the written consent of the Requisite Holders and except as provided in Section 4(c), the number of directors of the Corporation shall not exceed five in number.

(c) **Event of Noncompliance.** If an "Event of Noncompliance" has occurred pursuant to and as defined in the Amended and Restated Stockholders Agreement, dated as of or around August 30, 2004, as amended from time to time, by and among the Corporation and certain of its stockholders (the "Stockholders Agreement"), then the number of directors constituting the Board of Directors of the Corporation shall, at the request of the Requisite Holders, be increased by such number such that the Requisite Holders shall have the special right, voting as a separate class, to elect individuals to fill such newly created directorships so as to provide them with the right to elect a majority of the directors on the Board of Directors of the Corporation (the "Special Directors"), to remove any individuals elected to such directorships, and, subject to the restrictions contained in this Section 4(c), to fill any vacancies in such directorships. Such special right to elect additional directors will continue until such time as there is no longer any Event of Noncompliance in existence at which time such special right will terminate subject to revesting of such right to elect Special Directors upon the occurrence and continuation of any Event of Noncompliance which gives rise to such special right hereunder. Upon the expiration of such Event of Noncompliance, the number of directors constituting the Board of Directors shall decrease to such number as constituted the whole Board of Directors immediately prior to the occurrence of the Event of Noncompliance giving rise to the special right to elect directors and the terms of office of all Special Directors shall end and all Special Directors shall be automatically removed from the Board of Directors without any required action by any stockholder, director or other persons.

### Section 5

**Conversion**

The holders of the Preferred Stock have conversion rights as follows (the "Conversion Rights"):  

(a) **Right to Convert.** 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 Corporation or any transfer agent for the Preferred Stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series B Original Issue Price or the Series A Original Issue Price, as the case may be, by the Conversion Price, determined as hereinafter provided, in effect at the time of the conversion. The Conversion Price of the Series A Preferred Stock shall initially be $0.40 and the Conversion Price of the Series B
Preferred Stock shall initially be $0.6434 and each such Conversion Price shall be subject to adjustment as hereinafter provided.

(b) **Automatic Conversion.** Each share of Preferred Stock shall automatically be converted into shares of Common Stock at the then effective Conversion Price upon the earlier of:
(i) the closing of an underwritten public offering on a firm commitment basis pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of shares of the Corporation's Common Stock at an aggregate offering price (before deduction of underwriter commissions and offering expenses) of not less than $40,000,000 and a per share offering price equal to or greater than 400% of the then effective Conversion Price of the Series B Preferred Stock (a "Qualified Public Offering"); and (ii) upon the written election of the Requisite Holders. In the event of the automatic conversion of the Preferred Stock upon a Qualified Public Offering, the holders entitled to receive the Common Stock issuable upon such conversion of Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of the issuance of the shares of Common Stock sold in such Qualified Public Offering.

(c) **Mechanics of Conversion.** No fractional shares of Common Stock shall be issued upon conversion of Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled (after aggregating all shares of Preferred Stock held by such holder such that the maximum number of whole shares of Common Stock is issued to such holder upon conversion), the Corporation shall pay cash equal to such fraction multiplied by the then fair market value of one share of Common Stock. Before any holder of Preferred Stock shall be entitled to convert the same into full shares of Common Stock and to receive certificates therefor, he, she or it shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Preferred Stock, and shall give written notice to the Corporation at such office that he elects to convert the same; provided, however, that in the event of an automatic conversion pursuant to Section 5(b) hereof the outstanding shares of Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent, and provided further that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such automatic conversion unless the certificates evidencing such shares of Preferred Stock are either delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation certifying such loss of certificate and indemnifying the Corporation from any loss that may be incurred by it in connection therewith. The Corporation shall, as soon as practicable after such delivery, or after receipt of such agreement and indemnification, issue and deliver at such office to such holder of Preferred Stock, a certificate or certificates for the number of shares of Common Stock to which he shall be entitled as aforesaid and a check payable to the holder in the amount payable as the result of a conversion into fractional shares of Common Stock. 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 of Preferred Stock to be converted, or, in the case of automatic conversion, on the date of closing of a Qualified Public Offering or election of the Requisite Holders, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date.
(d) **Adjustments of Conversion Price for Issuances of Additional Shares of Common Stock at a Price Less than the Conversion Price.**

(i) **Adjustments Required.**

(A) **Special Definitions.** For purposes of this Section 5(d), the following definitions shall apply:

(1) "Options" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire either Common Stock or Convertible Securities;

(2) "Original Issue Date" shall mean the date on which the first share of Series B Preferred Stock was first issued by the Corporation;

(3) "Convertible Securities" shall mean evidences of indebtedness, shares of stock (including, without limitation, shares of Preferred Stock) or other securities that are convertible into or exchangeable for, with or without payment of additional consideration, shares of Common Stock;

(4) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or deemed to have been issued pursuant to Section 5(d)(i)(C)) by the Corporation after the Original Issue Date, other than shares of Common Stock issued or issuable:

a. upon conversion of the Preferred Stock;

b. (x) up to 2,148,850 shares of Common Stock issuable to officers, directors and employees of, and consultants to, the Corporation upon exercise of any option issued under the 1999 Long-Term Incentive Compensation Plan of the Corporation, as amended from time to time, plus such number of shares of Common Stock or options exercisable therefor which expire or terminate under such plan or are repurchased by the Corporation under such plan and (y) shares of Common Stock issuable upon exercise of any option issued prior to the Original Issue Date;

c. pursuant to any event for which adjustment is made pursuant to Section 5(d)(ii), (iii) or (iv) hereof; or

d. in connection with any Event of a Merger or Sale or any other business combination entered into solely for the purpose of effecting a change of domicile to the State of Delaware, as contemplated by Section 6.21 of the Stockholders Agreement.

(5) "Issue Price" with respect to any issuance of Additional Shares of Common Stock shall mean the price per share obtained by dividing the total consideration received by the Corporation in respect of such Additional Shares of Common Stock, computed in accordance with Section 5(d)(i)(E) hereof, by the aggregate number of shares of such Additional Shares of Common Stock issued, including those deemed issued in accordance with Section 5(d)(i)(C) hereof.
(B) No Adjustment of Conversion Price Unless the Issuance Price is Less than the Conversion Price. Except as otherwise provided herein, no adjustment in the Conversion Price of a particular share of Preferred Stock shall be made hereunder in respect of the issuance of Additional Shares of Common Stock unless the consideration per share for an Additional Share of Common Stock issued or deemed to be issued by the Corporation is less than the Conversion Price for such particular share of Preferred Stock in effect on the date of, and immediately prior to, such issuance.

(C) Options and Convertible Securities. In the event the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities, then the maximum number of shares of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be Additional Shares of Common Stock issued as of the time of the issuance of such Options or Convertible Securities, provided that (x) in any such case in which Additional Shares of Common Stock are deemed to be issued, if such Options or Convertible Securities by their terms provide for any increase or decrease in the consideration payable to the Corporation, or increase or decrease in the number of shares of Common Stock issuable, upon the exercise, conversion or exchange thereof (including, without limitation, a change resulting from the anti-dilution provisions thereof), the Conversion Price of such series of Preferred Stock to the extent affected by or computed upon the original issuance thereof and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities; provided that no readjustment under this clause (x) shall have the effect of increasing the Conversion Price of such series of Preferred Stock by an amount which exceeds the amount of the reduction made to the Conversion Price of such series of Preferred Stock with respect to such Options or Convertible Securities as to which such readjustment is proposed to be made, (y) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Conversion Price of such series of Preferred Stock to the extent affected by or computed upon the original issuance thereof and any subsequent adjustments based thereon, shall, upon such expiration, be recomputed as if such Options or Convertible Securities, as the case may be, were never issued and (z) no further adjustment in the Conversion Price of such series of Preferred Stock shall be made upon the subsequent issuance of Convertible Securities or shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities.

(D) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event that, at any time after the Original Issue Date, the Corporation shall issue Additional Shares of Common Stock, including those deemed issued in accordance with Section 5(d)(i)(C) hereof, without consideration or for a consideration per share less than the Conversion Price of any series of Preferred Stock in effect on the date of and immediately prior to such issue, then forthwith upon such issuance or sale, the Conversion Price of such series of Preferred Stock, as applicable, shall be reduced to a price (calculated to the nearest cent) determined by the following formula:

\[ \text{ACP} = \text{CP} \times \frac{N + C}{N + AS} \]
where:

ACP = the applicable Conversion Price as so adjusted;

CP = the applicable Conversion Price in effect prior to adjustment;

* = multiplied times;

N = the number of shares of Common Stock outstanding immediately prior to such issuance assuming exercise or conversion of all vested and presently exercisable outstanding Options and Convertible Securities having an exercise price or conversion price less than the applicable Conversion Price in effect prior to adjustment;

C = the number of shares of Common Stock that the aggregate consideration received by the Corporation for the total number of Additional Shares of Common Stock so issued would purchase if the purchase price per share were equal to the then existing applicable Conversion Price; and

AS = the number of Additional Shares of Common Stock deemed to be issued;

provided, however, that notwithstanding the foregoing, in the event that, at any time after the Original Issue Date but prior to August 30, 2005, the Corporation shall issue Additional Shares of Common Stock, including those deemed issued in accordance with Section 5(d)(i)(C) hereof, without consideration or for a consideration per share less than the Conversion Price of the Series B Preferred Stock in effect on the date of and immediately prior to such issue, then forthwith upon such issuance or sale, the Conversion Price of the Series B Preferred Stock shall instead be reduced to a price equal to the lowest consideration per share (determined pursuant to Section 5(d)(i)(E) hereof) paid for such Additional Shares of Common Stock.

The provisions of this Section 5(d)(i) may be waived in any instance upon the written agreement by the Requisite Holders.

(E) Determination of Consideration. For purposes of this Section 5(d), the consideration received by the Corporation for the issuance of any Additional Shares of Common Stock shall be computed as follows:

(1) Cash and Property: Such consideration shall:

a. insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation excluding amounts paid or payable for accrued interest or accrued dividends;
b. insofar as it consists of services or property other than cash, be computed at the fair value thereof at the time of such issuance, as determined in good faith by the Board of Directors; and

c. in the event Additional Shares of Common Stock are issued together with other shares of securities or other assets of the Corporation for a single undivided consideration, be the proportion of such consideration so received allocable to such Additional Shares of Common Stock, computed as provided in clauses a. and b. above, as determined in good faith and on a reasonable basis by the Board of Directors;

provided that if the Requisite Holders shall object to the determination of the Board of Directors under clause b. or c. above, the Corporation, at its own cost, shall engage a nationally recognized investment bank mutually selected and agreed upon by the Board of Directors of the Corporation and the Requisite Holders to compute fair value or determine the appropriate allocation, as applicable, and the determination of such investment bank shall be conclusive.

(2) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock issued upon the exercise of Options or the conversion of Convertible Securities, shall be determined by dividing

a. the total amount, if any, received by the Corporation as consideration for the issuance of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise in full of such Options or the conversion or exchange in full of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise in full of such Options for Convertible Securities and the conversion or exchange in full of such Convertible Securities, by

b. the maximum number of shares of Common Stock (as set forth in the instruments relating thereto and except as provided in Section 5(d)(i)(C), without regard to any provision contained therein for a subsequent adjustment of such number) issued upon the exercise in full of such Options or the conversion or exchange in full of such Convertible Securities.

(F) No Adjustment Until a Minimum Adjustment of $0.01 is Required. No adjustment shall be made to any Conversion Price pursuant to this Section 5(d) unless such adjustment would require an increase or decrease of such Conversion Price of at least $0.01; provided that any adjustments which by reason of this subsection (F) are not required to be made, shall be carried forward and shall be made at the time of and together with the next subsequent adjustment which, together with any adjustment so carried forward, shall require a increase or decrease of at least $0.01 in such Conversion Price then in effect hereunder.

(ii) Adjustments for Subdivisions, Combinations or Consolidations of Common Stock. In the event the outstanding shares of Common Stock shall be subdivided (by stock split, stock dividend or otherwise), into a greater number of shares of Common Stock, each Conversion Price then in effect shall, concurrently with the effectiveness of such subdivision, be
proportionately decreased. In the event the outstanding shares of Common Stock shall be combined or consolidated by reclassification or otherwise, into a lesser number of shares of Common Stock, each Conversion Price then in effect shall, concurrently with the effectiveness of such combination or consolidation, be proportionately increased.

(iii) Adjustments for Other Distributions. In the event the Corporation at any time or from time to time makes any distribution payable in securities or other property of the Corporation other than shares of Common Stock, and other than as otherwise adjusted in this Section 5, 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 Common Stock receivable thereupon, the amount of securities or other property of the Corporation, which they would have received had their shares of Preferred Stock been converted into 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 date of conversion, retained such securities or other property receivable by them as aforesaid during such period, subject to all other adjustments called for during such period under this Section 5 with respect to the rights of the holders of the Preferred Stock.

(iv) Adjustments for Reclassification, Exchange and Substitution. If the Common Stock issuable upon conversion of the Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by merger, consolidation, capital reorganization, reclassification or otherwise (other than a subdivision, combination or consolidation of shares provided for above), each Conversion Price then in effect shall, concurrently with the effectiveness thereof, be proportionately adjusted such that the Preferred Stock shall be convertible into, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive, a number of shares of such other class or classes of stock equivalent to the number of shares of Common Stock that would have been subject to receipt by the holders upon conversion of such shares of Preferred Stock immediately before that change.

(e) Reservation of Common Stock. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Preferred Stock.

(f) Definition of Common Stock. As used in this Section 5, the term "Common Stock" shall mean and include the Corporation's authorized Common Stock, par value $.001 per share, as constituted on the Original Issue Date and shall also include any security of the Corporation thereafter authorized which shall not be limited to a fixed sum or percentage in respect of the rights of the holders thereof to participate in dividends or in the distribution of assets upon the voluntary or involuntary liquidation, dissolution or winding up of the Corporation; provided that the shares of Common Stock receivable upon conversion of shares of Preferred Stock shall include only shares designated as Common Stock of the Corporation on the Original Issue Date, or in case of any reorganization or reclassification of the outstanding shares thereof, the stock, securities or assets provided for in Section 5(d)(iv).
(g) **No Impairment.** The Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions hereof and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the holders of the Series B Preferred Stock against impairment.

(h) **Issue Taxes.** The Corporation shall pay any and all issue and other taxes that may be payable in respect of any issue or delivery of shares of Common Stock upon conversion of any shares of Preferred Stock; *provided, however,* that the Corporation shall not be obligated to pay any transfer taxes resulting from any transfer requested by any holder in connection with any such conversion.

Section 6

Call Right

(a) **Call Option.** If the holders of Series B Preferred Stock have exercised their rights under Section 3.6 of the Stockholders Agreement to effect an Event of a Merger or Sale, the Corporation may, upon the delivery of a written election by the Corporation (the "Call Request") to all of the Series B Stockholders at any time prior to the 30th day after the holders of Series B Preferred Stock have exercised their rights under Section 3.6 of the Stockholders Agreement, redeem at any time on or prior to the date specified in such Call Request (the "Call Date"), which Call Date shall be not more than 90 days after the date of the Call Request, all of the then outstanding shares of Series B Preferred Stock.

(b) **Redemption Price.** The redemption price for each share of Series B Preferred Stock redeemed pursuant to this Section 6 (the "Redemption Price") shall be the greater of (i) the Series B Liquidation Preference and (ii) the "Fair Market Value Per Share" as of the date of the Call Request (determined in accordance with Section 6(c)) times the number of shares of Common Stock into which such share of Series B Preferred Stock is convertible.

(c) **Fair Market Value Per Share.** "Fair Market Value Per Share" means, at any date of determination thereof, the greater of (i) the probable sale price for all of the shares of Common Stock outstanding (assuming the exercise or conversion of all then presently exercisable Options and Convertible Securities (as defined in Section 5(d)) then in effect, including, without limitation, the Preferred Stock on a going concern basis which a willing purchaser would pay in an arm's length transaction in an orderly sale (excluding any applicable minority interest or illiquidity discount) divided by the number of shares of Common Stock outstanding (assuming the exercise or conversion of all then presently exercisable Options and Convertible Securities (as defined in Section 5(d)) then in effect, including, without limitation, the Preferred Stock and (ii) the probable offering price per share of Common Stock in a public offering of shares of Common Stock under the Securities Act of 1933, as amended. The Fair Market Value Per Share shall be determined by an investment bank nationally recognized in both mergers advisory and public equity offerings and mutually selected by the Board of Directors of the Corporation and the Requisite Holders. The determination of such investment bank shall be set forth in a written detailed report mutually addressed to the Board of Directors and the holders of the Series B
Preferred Stock and such determination of the Fair Market Value Per Share shall be final, conclusive and binding upon the Corporation and the holders of the Series B Preferred Stock. All costs related to the appointment of and valuation by such investment bank shall be borne by the Corporation.

(d) **Payment.** The Corporation shall pay the Redemption Price on the Call Date in cash. Each share of Series B Preferred Stock to be redeemed shall retain all of its rights and privileges until such share is actually redeemed in cash. If the Corporation does not pay the aggregate Redemption Price in respect of all of the outstanding shares of Series B Preferred Stock on the Call Date in cash, the holders of Series B Preferred Stock shall retain all of their rights and privileges hereunder, under applicable law and contract (including their rights under Section 3.6 of the Stockholders Agreement) and all of the Corporation's rights, and all of the obligations of the holders of Series B Preferred Stock, under this Section 6 shall terminate in their entirety.

(e) **Mechanics of Redemption.** At least 15 but no more than 30 days prior to the Call Date, written notice (the "Redemption Notice") shall be mailed, first class postage prepaid, to each holder of record of the Series B Preferred Stock, at the address last shown on the records of the Corporation for such holder, notifying such holder of the redemption to be effected specifying the number of shares to be redeemed from such holder, the Call Date, the Redemption Price, the place at which payment may be obtained and calling upon such holder to surrender to the Corporation, in the manner and at the place designated, its certificate or certificates representing the shares to be redeemed. Each holder of Series B Preferred Stock shall surrender the certificate(s) representing its shares of the Series B Preferred Stock to the Corporation at the places and times designated in the Redemption Notice, and thereupon the Redemption Price shall be paid to the order of the person whose name appears on such certificate(s) and each surrendered certificate shall be canceled and retired.

(f) **Series A Preferred Stock.** The Series A Preferred Stock shall not be redeemable.

C. **Common Stock.**

1. **Dividend Rights.** Subject to the terms of the Stockholders Agreement and the prior rights of holders of all classes of capital stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive when, as and if declared by the Board of Directors, out of any assets of the Corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

2. **Liquidation Rights.** Subject to the prior rights of holders of all classes of capital stock at the time outstanding having prior rights, upon the liquidation, dissolution or winding up of the Corporation, the assets and funds of the Corporation shall be distributed as provided in Section 3 of Article IV(B).

3. **Redemption.** The Common Stock shall not be redeemable.

4. **Voting Rights.** The holder of each share of Common Stock shall have the right to one vote, and shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law. The holders of Common Stock shall not be entitled to vote as a
separate class on any amendment of these Articles of Incorporation that increases or decreases
the number of authorized shares of Common Stock.

ARTICLE V
BOARD OF DIRECTORS

A. The Board of Directors shall fix the number of directors of the Corporation from
time to time in the manner provided in the Bylaws of the Corporation. Unless and except to the
extent that the Bylaws of the Corporation shall otherwise require, the election of directors of the
Corporation need not be by written ballot. A director may hold any office in the Corporation in
conjunction with any other office or directorship.

ARTICLE VI
WAIVER OF PROVISION

A. Section 1715, Exercise of Powers Generally, of the Business Corporation Law of
1988, as amended, shall not be applicable to the Corporation.

ARTICLE VII
WRITTEN CONSENTS

A. Whenever the vote of the shareholders of the Corporation at a meeting thereof is
required or permitted to be taken for or in connection with any corporate action, in lieu of
holding a shareholders meeting, such action may be taken without a meeting, without prior
written notice, and without a vote, if a consent or consents in writing, setting forth the actions so
taken, shall be signed by the holders of outstanding stock having not less than the minimum
number of votes that would be necessary to authorize or take such action at a meeting at which
all shares entitled to vote thereon were present and voted.

ARTICLE VIII
INDEMNIFICATION; LIMITATION OF LIABILITY

A. Each person who at any time is or shall have been a director or officer of the
Corporation, and who is threatened to be or is made a party to any threatened, pending or
completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by
reason of the fact that he or she is, or was, a director or officer of the Corporation or served at the
request of the Corporation as a director, officer, employee, trustee or agent of another
corporation, partnership, joint venture, trust or other enterprise, may be indemnified (and, to the
extent required by statute, shall be indemnified) by the Corporation against, the expenses
(including attorney's fees), judgements, fines and amounts paid in settlement actually and
reasonably incurred by him or her in connection with any such action, suit or proceeding to the
fullest extent provided under the Pennsylvania Business Corporation Law, as the same shall be
amended or supplemented from time to time, or any successor statute. Expenses (including
attorneys’ fees) incurred by an officer or director in defending a civil or criminal action, suit or
proceeding may, in accordance with the provisions of the Pennsylvania Business Corporation
Law, be advanced by the Corporation prior to a final disposition in such matter. The foregoing
rights of advancement of expenses and indemnification shall in no way be exclusive of any rights
of advancement of expenses and indemnification, or any other rights, to which such director or
officer may be entitled under any Bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer, and shall inure to the benefit of the heirs, executors and administrators of such a person.

B. A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the directors’ duty of loyalty to the Corporation or its shareholders, (b) for acts or omissions not in good faith or which involve intentional misconduct, recklessness or a knowing violation of law, (c) under Section 1553 of the Pennsylvania Business Corporation Law, as the same exists or hereafter may be amended or (d) for any transaction from which the director derived an improper personal benefit.

C. If the Pennsylvania Business Corporation Law is hereafter amended to authorize the elimination of limitation of the liability of directors to a greater extent than is provided in this Article VIII, the liability of a director of the Corporation, in addition to the limitation on personal provided herein, shall be limited to the fullest extent permitted by the amended Pennsylvania Business Corporation Law at that time in force. Any repeal or modification of this paragraph by the shareholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE IX
UNCLAIMED DIVIDENDS

A. Any and all rights, title, interest and claim in or to any dividends declared by this Corporation, whether in cash, stock or otherwise, which are unclaimed by the shareholder entitled thereto for a period of six (6) years after the close of business on the payment date, shall be and is deemed to be extinguished and abandoned, and such unclaimed dividends in the possession of the Corporation, its transfer agents or depositaries shall at such time become the absolute property of the Corporation, free and clear of any and all claims of any person whatsoever.

ARTICLE X
INTERESTED PARTY TRANSACTIONS

A. A director or officer of the Corporation may enter into contracts or arrangements or have dealings with the Corporation, and shall not be disqualified as a director or officer thereby, nor shall he or she be liable to account to the Corporation for any profit arising out of any such contracts, arrangements or dealings to which he or she is a party or in which he or she is interested by reason of his or her being at the same time a director or officer of the Corporation, nor shall any such contract or transaction be void or voidable solely for this reason, or solely because such director or officer is present at or participates in the meeting of the Board of Directors, or a committee thereof, which authorizes any such contract or transaction, or solely because his or her vote is counted for such purposes, provided that (a) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to
the Board of Directors or the committee, as the case may be, in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (b) the material facts as to his or her relationship or interest and as to the contract or transaction is specifically approved in good faith by vote of the disinterested shareholders; or (c) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the shareholders.

ARTICLE XI
BYLAWS

A. Subject to the terms of the Stockholders Agreement, the Board of Directors of the Corporation shall have the power to make, alter and repeal the Bylaws of the Corporation, subject to the reserved power of the shareholders to make, alter and repeal Bylaws.

ARTICLE XII
BOOKS AND RECORDS

A. Except as otherwise required by statute, the books and records of the Corporation may be kept outside the Commonwealth of Pennsylvania at such place or places as provided in the Bylaws of the Corporation, or as may from time to time be designated by the Board of Directors.

ARTICLE XIII
NO CUMULATIVE VOTING

A. No shareholder of the Corporation shall have the right to cumulate votes in the election of directors.