



Exhibit A

Amendment:

That Article 2 of the Articles of Incorporation, as amended, is hereby deleted in its entirety and substituted in its place is the following language:

2. The total number of shares which the corporation shall have the authority to issue is:

(a) If only one class: Total number of shares ... ..

or

(b) If more than one class: Total number of shares of each class: (A) 2,600,000 shares of Common Stock, par value \$0.0001; and 1,300,000 shares of Series A Convertible Participating Preferred Stock, par value \$0.0001.

A statement of all or any of the designations and the powers, preferences and rights, including voting rights, and the qualifications, limitations or restrictions thereof, which are permitted by provisions of Chapter 7-1.2 of General Laws, 1956, as amended, in respect of any class or classes of stock of the corporation and the fixing of which by the articles of association is desired and an express grant of such authority as it may then be desired to grant to the board of directors to fix by vote or votes any thereof that may be desired but which shall not be fixed by the articles: See attached Exhibit A hereto and incorporated herein by this reference.

**CREATIVE CIRCLE ADVERTISING SOLUTIONS, INC.**

**SERIES A CONVERTIBLE PARTICIPATING PREFERRED STOCK**

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Exhibit A to  
Amendment to Articles of Incorporation

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CREATIVE CIRCLE ADVERTISING SOLUTIONS, INC. (the "Corporation"), a corporation organized and existing under the Rhode Island Business Corporation Act, does hereby certify that pursuant to the authority vested in the Board of Directors of the Corporation by its Articles of Incorporation, as amended, and pursuant to the provisions of Section 7-1.2-905 and 7-1.2-810 of the Rhode Island Business Corporation Act, said Board of Directors, by unanimous written consent, adopted the following resolution which remains in full force and effect as of the date hereof:

RESOLVED, that pursuant to the authority vested in the Board of Directors of the Corporation (the "Board of Directors") by its Articles of Incorporation (hereinafter referred to as the "Articles of Incorporation"), the Board of Directors does hereby create, authorize and provide for the issuance of Series A Convertible Participating Preferred Stock, par value \$0.0001 per share, consisting of 1,300,000 authorized shares having the following designations, preferences and relative and other special rights, qualifications, limitations and restrictions:

1. Designation. The Corporation shall have authority to issue 1,300,000 shares of Preferred Stock, of which 1,300,000 shares shall be designated Series A Convertible Participating Preferred Stock (the "Series A Preferred Stock").

The number of authorized shares of Series A Preferred Stock may be increased or decreased only in accordance with Section 4(b) hereof; provided, however, that such number may not be decreased below the number of then currently outstanding shares of Series A Preferred Stock, plus shares issuable upon the exercise of any then outstanding options, warrants or rights to acquire shares of Series A Preferred Stock. All capitalized terms used in this Exhibit A to the Articles of Incorporation and not otherwise defined shall have the meaning given to such terms in Section 12 hereof.

2. Dividends.

(a) Preferred Stock Dividends. The holders of shares of Series A Preferred Stock, prior and in preference to the holders of all Junior Securities, shall be entitled to receive when, as and if declared by the Board of Directors out of funds legally available for the purpose, cumulative dividends as provided in this Section 2(a). Dividends on each share of Series A Preferred Stock shall be payable in cash and shall accrue at the Dividend Rate on the sum of (x) the Series A

Purchase Price therefor and (y) all accumulated and unpaid dividends accrued thereon pursuant to this Section 2(a) from the date of issuance thereof (the "Preferred Dividends" and the sum of the Series A Purchase Price and the Preferred Dividends is referred to herein as the "Preference Amount"). Such dividends will be calculated and compounded annually in arrears on December 31 of each year (each a "Dividend Date") in respect of the prior twelve-month period prorated on a daily basis for partial periods. Such dividends shall commence to accrue on each share of Series A Preferred Stock from the date of issuance thereof whether or not declared by the Board of Directors, and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends, and shall continue to accrue thereon until the Preference Amount is paid in full in cash. When and as dividends are declared payable in cash, property or shares of the Corporation's Capital Securities or Common Stock, the Corporation shall declare at the same time and pay to each holder of Series A Preferred Stock a dividend equal to the dividend which would have been payable to such holder if the shares of Series A Preferred Stock held by such holder had been converted into Common Stock on the record date for the determination of holders of Common Stock entitled to receive such dividend. The Corporation shall pay the Preferred Dividends to the holders of Series A Preferred Stock upon (A) the occurrence of a Liquidation Event (as such term is hereinafter defined) or (B) any redemption pursuant to Section 6 hereof. Upon conversion of the Series A Preferred Stock, shares of Common Stock shall be issued upon conversion of the Preferred Dividends, by virtue of the inclusion of such Preferred Dividends in the Preference Amount subject to conversion into Common Stock in accordance with Section 5(a)(i) hereof.

(b) Except as otherwise provided herein, if at any time the Corporation pays a dividend on the Series A Preferred Stock that is less than the total amount of dividends then accrued with respect to the Series A Preferred Stock, such payment of the Preferred Dividends shall be distributed ratably among the holders of Series A Preferred Stock based upon the aggregate accrued but unpaid dividends on the Series A Preferred Stock held by each holder.

(c) Without the consent of the Majority Preferred Holders, except as otherwise may be provided in these Articles of Incorporation, so long as any shares of Series A Preferred Stock are outstanding, the Corporation shall not declare, pay or set apart for payment any dividends or make any other distribution on or redeem any Junior Securities (other than stock dividends and distributions in the nature of a stock split or the like) and will not permit any Subsidiary or other affiliate to redeem, purchase or otherwise acquire for value, or set apart for any sinking or other analogous fund for the redemption or purchase of, any Junior Securities.

### 3. Liquidation Preference.

(a) Liquidation Preference. In the event of any (i) liquidation, dissolution or winding up of the affairs of the Corporation, either voluntarily or involuntarily or (ii) Sale of the Corporation (except in the case of a Qualified Public Offering) (each a "Liquidation Event"), each holder of Series A Preferred Stock shall be entitled, after provision for the payment of the Corporation's debts and other liabilities, to be paid in full immediately prior to such Liquidation Event, before any distribution or payment is made to the holders of Junior Securities, an amount in cash (the "Liquidation Amount") equal to the sum of (i) the product of (A) one and one-half (1.5) multiplied by (B) the Series A Purchase Price plus (ii) the amount of the Preferred Dividends;

provided, however, that no Liquidation Amount shall be payable to the holders of Series A Preferred Stock pursuant to this Section 3(a) if, were the Series A Preferred Stock to be converted into Common Stock immediately prior to the consummation of a Liquidation Event, the holders of Series A Preferred Stock would receive, upon the consummation of such Liquidation Event, without any payment of the Liquidation Amount, an amount per share of Series A Preferred Stock equal to or greater than: the product of (x) the Series A Purchase Price multiplied by (y) (A) on or before the third anniversary of the date of issuance of the Series A Preferred Stock, three (3), (B) after the third anniversary but on or before the fourth anniversary of the date of issuance of the Series A Preferred Stock, four (4), or (C) after the fourth anniversary but on or before the fifth anniversary of the date of issuance of the Series A Preferred Stock, five (5) (such aggregate amount, in each case, the "Target Return"). In the event that the holders of Series A Preferred Stock will receive the Target Return without any payment of the Liquidation Amount, then the assets of the Corporation available for distribution upon a Liquidation Event shall be distributed to the holders of the Corporation's Common Stock and Series A Preferred Stock (counted on an as-converted to Common Stock basis), as their respective interests may appear. Notwithstanding the foregoing, a Sale of the Corporation shall not be deemed a Liquidation Event for the purposes of this Section 3(a) if the Majority Preferred Holders waive in writing the provisions of this Section 3(a). If, upon a Liquidation Event, the net assets of the Corporation distributable among the holders of all outstanding Preferred Stock shall be insufficient to permit the payment of the Liquidation Amount in full, then the entire net assets of the Corporation remaining after the provision for the payment of the Corporation's debts and other liabilities shall be distributed among the holders of the Series A Preferred Stock ratably in proportion to the full preferential amounts to which they would otherwise be respectively entitled on account of their Series A Preferred Stock.

(b) Distribution of Remaining Assets. Upon any such Liquidation Event, after the holders of Series A Preferred Stock shall have been paid in full the Liquidation Amount, if applicable, with respect to their shares of Series A Preferred Stock, the remaining net assets of the Corporation shall be distributed to the holders of the Corporation's Common Stock and Series A Preferred Stock (counted on an as-converted to Common Stock basis), as their respective interests may appear.

(c) Notice of Liquidation Event. The Corporation shall, not later than 20 days prior to the earlier of the record date for the taking of a vote of stockholders with respect to any Liquidation Event or the date set for the consummation of a Liquidation Event, provide to the holders of Series A Preferred Stock such information concerning the terms of the Liquidation Event and the value of the assets of the Corporation as may be reasonably requested by the holders of Series A Preferred Stock.

#### 4. Voting Rights of Preferred Stock.

(a) Except as otherwise required by law or as provided herein or in the Stockholders' Agreement and subject to the rights of any Capital Securities of the Corporation that hereafter may be issued in compliance with the terms of these Articles of Incorporation, the holders of Series A Preferred Stock shall vote together with the holders of Common Stock at any annual or special meeting of stockholders of the Corporation, or may act by written consent in the same

manner as the holders of Common Stock, upon the following basis: each holder of shares of Series A Preferred Stock shall be entitled to such number of votes for the Series A Preferred Stock held by such holder on the record date fixed for such meeting, or on the effective date of such written consent, as shall be equal to the whole number of shares of the Corporation's Common Stock into which such holder's shares of Series A Preferred Stock are convertible (in accordance with the terms of Section 5 hereof) (without taking into account accrued dividends convertible into Common Stock), immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent.

(b) Special Approval Rights. The affirmative vote of the Majority Preferred Holders, acting by written consent or voting separately as a class, shall be necessary to authorize the Corporation to take any of the following actions (each a "Restricted Action"):

(i) authorize or issue any Capital Securities of the Corporation senior to, or pari passu with, the Series A Preferred Stock, or options, warrants or other rights to acquire any such Capital Securities, or increase or decrease (other than by a redemption or conversion) the number of authorized shares of Series A Preferred Stock, or sell any shares of Series A Preferred Stock for a price per share less than the Series A Purchase Price;

(ii) amend, repeal, change or waive directly or indirectly, any of the provisions of the Articles of Incorporation or the By-laws of the Corporation or any Subsidiary of the Corporation in a manner that would adversely affect the Series A Preferred Stock;

(iii) authorize or effect, or permit any Subsidiary to authorize or effect, the sale, lease, license, abandonment or other disposition of all or any substantial portion of the assets of the Corporation or any Subsidiary;

(iv) authorize or effect a Sale of the Corporation, or permit the Corporation or any Subsidiary to authorize or effect, the merger or consolidation of the Corporation or any Subsidiary with any other Person;

(v) authorize or effect, or permit any Subsidiary to authorize or effect, the liquidation (whether complete or partial), dissolution or winding up of the Corporation or any Subsidiary;

(vi) authorize or effect, or permit any Subsidiary to authorize or effect, any repurchase or redemption of Capital Securities of the Corporation, or any payment of dividends or other distributions on Capital Securities of the Corporation (other than the Series A Preferred Stock);

(vii) incur, or permit any Subsidiary to incur, indebtedness for borrowed money, or capital expenditures, in a single or related series of transactions, in an amount in excess of \$45,000;

(viii) authorize or effect, or permit any Subsidiary to authorize or effect, any sales, transfers or encumbrances of the Corporation's or any Subsidiary's intellectual property, other than licenses granted in the ordinary course of business;

(ix) authorize or effect, or permit any Subsidiary to authorize or effect, any business transaction between the Corporation or any Subsidiary and any officer, director or significant shareholder of the Corporation or any Subsidiary;

(x) authorize or effect, or permit any Subsidiary to authorize or effect, a material change in the business of the Corporation or any Subsidiary.

## 5. Conversion Rights.

### (a) Conversion Procedure.

(i) At any time and from time to time, any holder of Series A Preferred Stock shall have the right, at its option, to convert all or any portion of the shares of Series A Preferred Stock held by such holder into a number of shares of fully paid and nonassessable Common Stock equal to the product of (A) the number of shares of such series of Series A Preferred Stock being converted and (B) the quotient of (x) the Preference Amount divided by (y) the Conversion Price in effect on the Conversion Date.

(ii) Each conversion of Series A Preferred Stock shall be deemed to have been effected as of the close of business on the effective date (the "Conversion Date") of such conversion specified in a written notice (the "Conversion Notice") given to the Corporation by the holder of Series A Preferred Stock who has elected to convert all or a portion of such Series A Preferred Stock in accordance with the terms of this Section 5 (the "Converting Holder"); provided, however, that the Conversion Date shall not be a date earlier than the date such notice is so given, and if such notice does not specify a Conversion Date, the Conversion Date shall be deemed to be the date such notice is given to the Corporation. On the Conversion Date, the rights of the holder of such Series A Preferred Stock shall cease with respect to the converted shares and the Person or Persons in whose name or names any certificate or certificates for shares of Common Stock are to be issued upon such conversion shall be deemed to have become the holder or holders of record of the shares of Common Stock represented thereby.

(iii) As soon as practicable after the Conversion Date (but in any event within ten business days after the Converting Holder has delivered to the Corporation the certificates or affidavits of loss, if applicable, evidencing the shares of Series A Preferred Stock converted into shares of Common Stock in accordance with the terms hereof), the Corporation shall deliver to the Converting Holder:

(x) a certificate or certificates representing, in the aggregate, the number of shares of Common Stock issued upon such conversion in the same name or names as the certificates representing the converted shares and in such denomination or denominations as the Converting Holder shall specify and a check for cash with respect to any fractional interest in a share of Common Stock as provided in clause (viii) of this Section 5(a); and

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

(iv) The Corporation shall not be obligated to issue any certificate representing Common Stock to a Converting Holder pursuant to this Section 5 unless a certificate or certificates evidencing the Series A Preferred Stock being converted are either delivered to the Corporation at its principal office (or such other office or agency of the Corporation as the Corporation may designate in writing to such Converting Holder), or the Converting Holder notifies the Corporation that such certificate or certificates have been lost, stolen or destroyed, and such Converting Holder executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection therewith.

(v) The issuance of certificates for shares of Common Stock upon the conversion of Series A Preferred Stock shall be made without charge to the Converting Holders for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such conversion and the corresponding issuance of shares of Common Stock. Upon the conversion of any shares of Series A Preferred Stock in accordance with the terms hereof, the Corporation shall take all such actions as are necessary in order to insure that the Common Stock so issued upon such conversion shall be validly issued, fully paid and nonassessable.

(vi) The Corporation shall not close its books against the transfer of Series A Preferred Stock or of Common Stock issued or issuable upon conversion of Series A Preferred Stock in any manner that interferes with the timely conversion of the Series A Preferred Stock. The Corporation shall assist and cooperate with any holder of Series A Preferred Stock required to make any governmental filings or obtain any governmental approval prior to or in connection with any conversion of shares of Series A Preferred Stock hereunder (including, without limitation, making any filings required to be made by the Corporation).

(vii) 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 issuance upon the conversion of the Series A Preferred Stock, such number of shares of Common Stock as are issuable upon the conversion of all outstanding Series A Preferred Stock. All shares of Common Stock that are so issuable shall, when issued, be duly and validly issued, fully paid and nonassessable and free from all taxes, liens and charges. The Corporation shall take all such actions as may be necessary to assure that all such shares of Common 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 Common Stock may be listed (except for official notice of issuance which shall be promptly delivered by the Corporation upon each such issuance).

(viii) No fractional shares of Common Stock or script shall be issued upon conversion of shares of the Series A Preferred Stock in accordance with the terms hereof. The number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of Series A Preferred Stock so surrendered. Instead of any fractional shares of Common Stock that would otherwise be issuable upon conversion of any shares of Series A Preferred Stock, the Corporation shall pay a cash adjustment to the Converting

Holder in respect of such fractional interest equal to the fair market value of such fractional interest as determined by the Corporation's Board of Directors.

(b) Conversion Price. The conversion price of each share of Series A Preferred Stock shall be the Series A Purchase Price therefore, which conversion price may be adjusted from time to time hereafter in accordance with the terms hereof (as so adjusted, the "Conversion Price"). If and whenever on or after the original date of issuance of the Series A Preferred Stock, the Corporation issues or sells, or in accordance with Section 5(c) is deemed to have issued or sold, any shares of its Common Stock or Convertible Securities (other than Excluded Securities), without consideration or for a consideration per share less than the Conversion Price in effect immediately prior to the time of such issuance or sale, then concurrently with such issuance or sale, the Conversion Price shall be reduced to a price (calculated to the nearest cent) determined by multiplying such Conversion Price by a fraction, (A) the numerator of which shall be the sum of (1) the number of shares of Common Stock Deemed Outstanding immediately prior to such issue or sale, plus (2) the quotient of (x) the aggregate consideration, if any, received or receivable by the Corporation on account of such issue or sale divided by (y) the Conversion Price in effect immediately prior to such issue or sale; and (B) the denominator of which shall be the sum of (1) number of shares of Common Stock Deemed Outstanding immediately prior to such issue or sale plus (2) the number of shares of Common Stock so issued or sold or, in accordance with Section 5(c)(i), deemed to have been issued or sold.

(c) Effect on Conversion Price of Certain Events. For purposes of determining any adjusted Conversion Price pursuant to Section 5(b) hereof, the following shall be applicable:

(i) Issuance of Convertible Securities. Except with regard to the issuance of Excluded Securities, if the Corporation in any manner grants, issues or sells any Convertible Securities, whether or not the rights to exercise, exchange or convert any such Convertible Securities are immediately exercisable, and the price per share for which Common Stock is issuable upon such exercise, conversion or exchange is less than the Conversion Price in effect immediately prior to the time of such issuance or sale, as applicable, then the maximum number of shares of Common Stock issuable upon exercise, 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 grant, issuance or sale of such Convertible Securities for such price per share. For the purposes of this paragraph, 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 issuance or sale of such Convertible Securities, plus the cumulative minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the exercise, conversion or exchange thereof and, if applicable, the exercise, conversion and exchange of any other Convertible Securities that such Convertible Securities may be converted into or exchanged for, by (B) the total maximum number of shares of Common Stock issuable upon the exercise, conversion or exchange of all such Convertible Securities. No further adjustment of the Conversion Price shall be made when Common Stock and, if applicable, any other Convertible Securities, are actually issued upon the exercise, conversion or exchange of such Convertible Securities. If the Corporation issues any Convertible Securities that entitle the holder thereof, *inter alia*, both (i) to exercise, convert or exchange the same into or for Common Stock or otherwise to participate with the holders of Common Stock in distributions upon the

occurrence of a Liquidation Event and (ii) the payment of a fixed or defined sum (such a sum being referred to as the "Preference Payment"), the "total maximum number of shares of Common Stock issuable upon the exercise, conversion or exchange of all such Convertible Securities" for purposes of clause (B) above shall include, in addition to the amount described in clause (B) above, a number of shares of Common Stock equal to the quotient of (x) the aggregate Preference Payments of all such Convertible Securities so issued, divided by (y) the total amount received or receivable by the Corporation as consideration for the issue of one of such Convertible Securities (as set forth in the instruments and agreements relating thereto).

(ii) Multiple Closing Dates. In the event the Corporation shall issue on more than one date Convertible Securities that are comprised of shares of the same series or class, and such issuance dates occur within a period of no more than 120 days, then, upon the final such issuance, the Conversion Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the final such issuance (and without giving effect to any adjustments as a result of such prior issuances within such period).

(iii) Change in Exercise Price or Conversion Rate. If the additional consideration payable to the Corporation upon the exercise, conversion or exchange of any Convertible Securities, or the rate at which any Convertible Securities are convertible into or exercisable or exchangeable for Common Stock changes at any time, then the Conversion Price in effect at the time of such change shall be readjusted to the Conversion Price that would have been in effect at such time had such Convertible Securities that are still outstanding provided for such changed additional consideration or changed conversion rate, as the case may be, at the time such Convertible Securities were initially granted, issued or sold.

(iv) Canceled or Expired Convertible Securities. Any adjustment to the Conversion Price pursuant to this Section 5(c) which relates to Convertible Securities shall be disregarded if, as, and when any such Convertible Securities expire or are canceled without being exercised, so that the Conversion Price effective immediately upon such cancellation or expiration shall be equal to the Conversion Price that would have been in effect at the time of the issuance of the expired or canceled Convertible Securities had the expired or canceled Convertible Securities not been issued.

(v) Exceptions for Excluded Securities. Notwithstanding the foregoing, no adjustments shall be made pursuant to this Section 5(c) with respect to the issuance of any Excluded Securities.

(vi) Adjustments for Subdivisions, Combinations or Consolidation of Common Stock. In the event the outstanding shares of Common Stock shall be subdivided by stock split, stock dividends or otherwise, into a greater number of shares of Common Stock, the Conversion Price shall, concurrently with the effectiveness of such subdivision, be proportionately decreased so that the number of shares of Common Stock issuable on conversion of any shares of Series A Preferred Stock shall be increased in proportion to such increase in outstanding shares. In the event the outstanding shares of Common Stock shall be combined or consolidated, by reverse stock split, reclassification or otherwise, into a lesser number of shares of Common Stock, the Conversion Price shall, concurrently with the effectiveness of such combination or consolidation,

be proportionately increased so that the number of shares of Common Stock issuable on conversion of any shares of Series A Preferred Stock shall be decreased in proportion to such decrease in outstanding shares.

(vii) Adjustments for Reclassification, Exchange and Substitution. If the Common Stock issuable upon conversion of the Series A Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock or into any other securities or property, whether by capital reorganization, reclassification, merger, combination of shares, recapitalization, consolidation, business combination or other similar transaction (other than a subdivision or combination of shares provided for above), each share of Series A Preferred Stock shall thereafter be convertible into the number of shares of stock or other securities or property to which a holder of the number of shares of Common Stock of the Corporation deliverable upon conversion of such share of Series A Preferred Stock shall have been entitled upon such capital reorganization, reclassification, merger, combination of shares, recapitalization, consolidation, business combination or other similar transaction if immediately prior to such capital reorganization, reclassification, merger, combination of shares, recapitalization, consolidation, business combination or other similar transaction such holder had converted such holder's Series A Preferred Stock into Common Stock. The provisions of this Section 5(c)(vii) shall similarly apply to successive capital reorganizations, reclassifications, mergers, combinations of shares, recapitalizations, consolidations, business combinations or other transactions. The Corporation shall not effect any Sale of the Corporation that is not, in accordance with Section 3(a), a Liquidation Event unless prior to or simultaneously with the consummation thereof the successor Corporation or purchaser, as the case may be, shall assume by written instrument the obligation to deliver to the holders of Series A Preferred Stock such shares of stock, securities or assets as, in accordance with the foregoing provisions, each such holder is entitled to receive.

(viii) Certain Events. If an event not specified in this Section 5 occurs that has substantially the same economic effect on the Series A Preferred Stock as those specifically enumerated in this Section 5, then this Section 5 shall be construed liberally, mutatis mutandis, in order to give the Series A Preferred Stock the intended benefit of the protections provided under this Section 5. In such event, the Corporation's Board of Directors shall make an appropriate adjustment to the Conversion Price so as to protect the rights of the holders of Series A Preferred Stock; provided that no such adjustment shall increase the Conversion Price as otherwise determined pursuant to this Section 5 above the Series A Purchase Price or decrease the number of shares of Common Stock issuable upon conversion of each share of Series A Preferred Stock.

(ix) Notices.

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

(y) The Corporation shall give written notice to all holders of Series A Preferred Stock at least twenty (20) days prior to the date on which the Corporation closes its books or takes a record (1) with respect to any dividend or distribution upon Common

Stock, (2) with respect to any pro rata subscription offer to holders of Common Stock or (3) for determining rights to vote with respect to any dissolution or liquidation.

(d) Mandatory Conversion. Each share of Series A Preferred Stock shall automatically be converted into fully paid and nonassessable shares of Common Stock of the Corporation on the basis set forth in Section 5(a) above immediately upon the closing of a Qualified Public Offering. Holders of shares of Series A Preferred Stock so converted may deliver to the Corporation at its principal office (or such other office or agency of the Corporation as the Corporation may designate by notice in writing to such holders) during its usual business hours, the certificate or certificates for the shares so converted. As promptly as practicable thereafter, the Corporation shall issue and deliver to such holder a certificate or certificates for the number of whole shares of Common Stock to which such holder is entitled, together with any payment in lieu of fractional shares to which such holder may be entitled pursuant to this Section 5. Until such time as a holder of shares of Series A Preferred Stock shall surrender its certificate or certificates therefor as provided above, such certificates shall be deemed to represent the shares of Common Stock to which such holder shall be entitled upon the surrender thereof. Notwithstanding any other provision hereof, if a conversion of Series A Preferred Stock is to be made in connection with a Qualified Public Offering, such conversion may, at the election of any holder tendering Series A Preferred Stock for conversion, be conditioned upon the consummation of the Qualified Public Offering, in which case such conversion shall not be deemed to be effective until the consummation of such Qualified Public Offering.

## 6. Redemption.

(a) All of the Preferred Stock shall be redeemed by the Corporation at the option of the Majority Preferred Holders at any time on or after the earlier of (i) May 30, 2011, (ii) a Sale of the Corporation, (iii) a bankruptcy, liquidation, dissolution or winding up of the Corporation or (iv) a breach by the Corporation of Section 4(b) above (each, an "Optional Redemption"). In any such case, the Majority Preferred Holders shall notify the Corporation in writing of their intent to exercise the rights afforded by this Section 6(a) and specify a date, not less than fifteen (15) nor more than ninety (90) days from the date of such notice (which may be delivered prior to, and conditioned upon, the occurrence of the foregoing events triggering such redemption right), on which the Series A Preferred Stock shall be redeemed (the "Optional Redemption Date"). Upon receipt of such notice, the Corporation shall promptly notify the remaining holders of the Series A Preferred Stock of the Optional Redemption Date. The Corporation shall redeem on the Optional Redemption Date each share of Series A Preferred Stock in cash by wire transfer of immediately available funds at a redemption price (the "Redemption Price") equal to the Liquidation Amount for each such share of Series A Preferred Stock.

(b) If the funds of the Corporation legally and in the good faith determination of the Board of Directors available for redemption of shares of Series A Preferred Stock on the Optional Redemption Date are insufficient to redeem the total number of outstanding shares of Series A Preferred Stock entitled to redemption, then the holders of shares of Series A Preferred Stock entitled to redemption shall share ratably in any funds legally available for redemption according to the respective amounts that would be payable with respect to the full number of shares of Series A Preferred Stock owned by them if all such outstanding shares of Series A Preferred

Stock were redeemed in full. At any time thereafter when additional funds of the Corporation are legally available for the redemption of such shares of Series A Preferred Stock, such funds will be used at the earliest permissible time, to redeem the balance of such shares of Series A Preferred Stock or such portion thereof for which funds are then legally available. The Corporation shall be obligated to use its best efforts to take such actions as may be necessary (including, without limitation, the issuance of additional Capital Securities, the revaluation or recapitalization of the Corporation or the consummation of a merger or sale of assets) in order to permit the full and timely redemption of the shares of Series A Preferred Stock entitled to redemption. If the Corporation cannot legally redeem shares of Series A Preferred Stock after using its best efforts to do so, notwithstanding anything to the contrary herein, the Corporation shall not be required to redeem Series A Preferred Stock until it is legally able to do so.

(c) If, for any reason, the Corporation fails to redeem all shares of Series A Preferred Stock entitled to redemption on an Optional Redemption Date the unredeemed shares shall remain outstanding and shall continue to have all rights and preferences (including, without limitation, dividend and voting rights) provided for herein and the holders of such unredeemed shares shall have the ongoing right to be redeemed together with such rights and remedies as may be available under applicable law.

(d) The notices provided for in this Section 6 shall be sent, if by or on behalf of the Corporation, to the holders of the Series A Preferred Stock at their respective addresses as such addresses shall then appear on the records of the Corporation, or if by any holder of Series A Preferred Stock to the Corporation at its principal executive office as set forth in the Stockholders' Agreement, by hand delivery or by reputable overnight courier, (i) notifying such recipient of the redemption, the date of such redemption, the number of shares of Series A Preferred Stock to be redeemed, and the Redemption Price therefor and (ii) in the case of any notice by or on behalf of the Corporation, stating the place or places at which the shares called for redemption shall, upon presentation and surrender of such certificates representing such shares, be redeemed.

(e) Status of Reacquired Shares. Any shares of Series A Preferred Stock redeemed pursuant to this Section 6 or otherwise acquired by the Corporation in any manner whatsoever shall be canceled and shall not under any circumstances be reissued; and the Corporation may from time to time take such appropriate corporate action as may be necessary to reduce accordingly the number of authorized shares of such series of Series A Preferred Stock.

7. Exclusion of Other Rights. Except as may otherwise be required by law, the shares of Series A Preferred Stock shall not have any preferences or relative, participating, optional or other special rights, other than those specifically set forth in these Articles of Incorporation.

8. Rank. The Series A Preferred Stock shall rank senior in right as to dividends, redemption and upon liquidation, dissolution or winding up to all Junior Securities, whenever issued.

9. Identical Rights. Each share of Series A Preferred Stock shall have the same relative rights and preferences as, and shall be identical in all respects with, all other shares of Series A Preferred Stock except as specifically set forth herein.

10. Certificates. So long as any shares of Series A Preferred Stock are outstanding, there shall be set forth on the face or back of each stock certificate issued by the Corporation a statement that the Corporation shall furnish without charge to each shareholder who so requests, a full statement of the designation and relative rights, preferences and limitations of each class of stock or series thereof that the Corporation is authorized to issue and of the authority of the Board of Directors to designate and fix the relative rights, preferences and limitations of each series.

11. Amendments and Waivers. Any provision of these terms of the Series A Preferred Stock may be amended, modified or waived if and only if the Majority Preferred Holders have consented in writing or by an affirmative vote to such amendment, modification or waiver of any such provision of these Articles of Incorporation.

12. Definitions.

“Articles of Incorporation” means the Articles of Incorporation of the Corporation, as amended or restated from time to time.

“Board of Directors” shall have the meaning set forth in the Introduction hereof.

“Capital Securities” means (a) as to any Person that is a corporation (i) the authorized shares of such Person’s capital stock, including all classes of common, preferred, voting and nonvoting capital stock of such Person, (ii) any rights, options or warrants to purchase any capital stock (including all classes of common, preferred, voting and nonvoting capital stock of such Person) of such Person, and (iii) securities of any type whatsoever that are, or may become, convertible into or exercisable or exchangeable for, or that carry or may carry rights to subscribe for, any capital stock (including all classes of common, preferred, voting and nonvoting capital stock of such Person) of such Person; and (b) as to any Person that is not a corporation or an individual (i) the ownership interests in such Person (however evidenced), including, without limitation, the right to share in profits and losses, the right to receive distributions of cash and property, and the right to receive allocations of items of income, gain, loss, deduction and credit and similar items from such Person, whether or not such interests include voting or similar rights entitling the holder thereof to exercise control over such Person, and (ii) any rights, options, warrants or securities of any type whatsoever that are, or may become, convertible into or exercisable or exchangeable for, or that carry or may carry rights to subscribe for, any such ownership interests in such Person.

“Change of Control” shall mean a single transaction or group of related transactions between the Corporation and/or its stockholders and any Person or group of Persons pursuant to which such Person or Persons will acquire Capital Securities of the Corporation possessing voting power to elect a majority of the Corporation’s board of directors or more than 50% of the voting power of the Corporation (whether by merger, consolidation, amalgamation, sale or transfer of the Corporation’s Capital Securities, reorganization or similar transaction) provided, however, that a Qualified Public Offering that results in an acquisition of such voting power shall not be a Change of Control.

“Common Stock” means the Corporation’s Common Stock, \$0.0001 par value per share.

“Common Stock Deemed Outstanding” means, at any time of measurement thereof, the number of shares of Common Stock actually outstanding at such time, plus the number of shares of Common Stock issuable upon conversion of the Series A Preferred Stock (as equitably adjusted to reflect any stock split, stock dividend, combination, reorganization, recapitalization, reclassification or other similar event involving Common Stock after the Effective Time), plus (without duplication) the number of shares of Common Stock issuable upon the exercise in full of all outstanding Convertible Securities whether or not such Convertible Securities are convertible into or exchangeable or exercisable for Common Stock at such time.

“Conversion Date” shall have the meaning set forth in Section 5(a)(ii) hereof.

“Conversion Notice” shall have the meaning set forth in Section 5(a)(ii) hereof.

“Conversion Price” shall have the meaning set forth in Section 5(b) hereof.

“Converting Holder” shall have the meaning set forth in Section 5(a)(ii) hereof.

“Convertible Securities” means Capital Securities or obligations that are exercisable for, convertible into or exchangeable for shares of Common Stock or other Capital Securities. The term includes options, warrants or other rights to subscribe for or purchase Common Stock or to subscribe for or purchase other securities that are convertible into or exchanged for Common Stock.

“Corporation” shall have the meaning set forth in the Introduction hereof.

“Dividend Date” shall have the meaning set forth in Section 2(a) hereof.

“Dividend Rate” means 9% per annum.

“Effective Time” means the time this Amendment to the Articles of Incorporation is filed with the Office of the Secretary of State of Rhode Island.

“Excluded Securities” means (a) Common Stock offered to the public pursuant to a Qualified Public Offering; (b) a number of shares of Common Stock or options to purchase Common Stock (as the same may be adjusted in connection with any stock split, stock dividends, combination or recapitalization) pursuant to the Company’s 2006 Stock Option Plan or any employee stock option or executive incentive ownership plans approved in writing by the Investor Directors (including all amendments thereto approved in writing by the Investor Directors) and the shares issuable upon exercise of such options not to exceed seventeen percent (17%) of the fully diluted shares outstanding of the Corporation as of the initial closing under the Purchase Agreement; (c) shares of Common Stock issuable upon the conversion of the Series A Preferred Stock; (d) shares of Series A Preferred Stock issued pursuant to the Purchase Agreement; and (e) any shares of Capital Securities issued to the Corporation’s shareholders in connection with any stock split, stock dividend or recapitalization.

“Investor Directors” shall be the directors of the Corporation designated by the holders of Series A Preferred Stock pursuant to the Stockholders' Agreement.

“Junior Securities” means the Corporation’s Common Stock and all other Capital Securities of the Corporation other than (a) the Series A Preferred Stock and (b) other Capital Securities, whether common, preferred, voting or nonvoting, which by their terms, state that they are not Junior Securities or provide the holders thereof with rights pari passu with or senior to those of the holders of Series A Preferred Stock and are approved by the Majority Preferred Holders in accordance with Section 4(b) hereof and the Investor Directors.

“Liquidation Amount” shall have the meaning set forth in Section 3(a) hereof.

“Liquidation Event” shall have the meaning set forth in Section 3(a) hereof.

“Majority Preferred Holders” means the holders of a majority of the outstanding shares of Series A Preferred Stock, on an as-converted basis.

“Optional Redemption” shall have the meaning set forth in Section 6(a) hereof.

“Optional Redemption Date” shall have the meaning set forth in Section 6(a) hereof.

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

“Preference Amount” has the meaning set forth in Section 2(a) hereof.

“Preferred Dividends” has the meaning set forth in Section 2(a) hereof.

“Purchase Agreement” shall mean that certain Securities Purchase Agreement, dated as of May 30, 2006, among the investors named therein and the Corporation, as it may be amended, restated, supplemented or modified from time to time.

“Qualified Public Offering” means an underwritten initial public offering pursuant to an effective registration statement filed pursuant to the Securities Act of 1933 of shares of the Common Stock (a) (i) at a gross public offering price per share that is not less than five (5) times the Series A Purchase Price; and (ii) in which the proceeds to the Corporation, net of underwriting discounts and commissions and offering expenses, are not less than \$25,000,000; or (b) approved in writing as a “Qualified Public Offering” by the Majority Preferred Holders and the Investor Directors.

“Redemption Price” shall have the meaning set forth in Section 6(a) hereof.

“Restricted Action” has the meaning set forth in Section 4(b) hereof.

“Sale of the Corporation” means a single transaction or group of related transactions between the Corporation and/or its shareholders and any Person or group of Persons pursuant to

which such Person or Persons will (a) acquire Capital Securities of the Corporation possessing voting power to elect a majority of the Corporation's board of directors or more than 50% of the voting power of the Corporation or its parent (whether by merger, consolidation, amalgamation, sale or transfer of the Corporation's Capital Securities, reorganization or similar transaction) provided, however, that a Qualified Public Offering that results in an acquisition of such voting power shall not be a Sale of the Corporation; or (b) acquire all or substantially all of the Corporation's assets (determined on a consolidated basis) including shares of any Subsidiary.

"Series A Preferred Stock" means the Corporation's Series A Convertible Participating Preferred Stock, \$0.0001 par value per share.

"Series A Purchase Price" shall be \$1.00, such price to be equitably adjusted in the event of any stock dividend, stock split, combination, recapitalization or other similar event with respect to such series of Series A Preferred Stock.

"Stockholders' Agreement" means that certain Second Amended and Restated Stockholders' Agreement, dated as of May 30, 2006, among the Corporation's shareholders and the Corporation, as it may be amended, restated, supplemented or modified from time to time.

"Subsidiary" means, with respect to any Person, any corporation, 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 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 partnership, association or other business entity if such Person or Persons shall be allocated a majority of partnership, association or other business entity gains or losses or shall be or control the managing general partner or board managers of such partnership, association or other business entity.

"Target Return" shall have the meaning set forth in Section 3(a) hereof.

13. Severability of Provisions. If any right, preference or limitation of the Series A Preferred Stock set forth in these Articles of Incorporation (as such Articles of Incorporation may be amended from time to time) is invalid, unlawful or incapable of being enforced by reason of any rule, law or public policy, all other rights preferences and limitations set forth in these Articles of Incorporation (as so amended) which can be given effect without implicating the invalid, unlawful or unenforceable right preference or limitation shall, nevertheless, remain in full force and effect, and no right, preference or limitation herein set forth shall be deemed dependent upon any other right, preference or limitation unless so expressed herein.