

Attachment B - Certificate of Incorporation and Certificate of Authority

See Attached

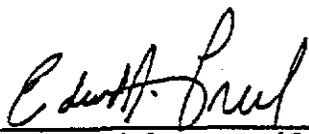
State of Delaware  
Office of the Secretary of State

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "TRANS NATIONAL COMMUNICATIONS INTERNATIONAL, INC.", FILED IN THIS OFFICE ON THE FIRST DAY OF AUGUST, A.D. -1995, AT 12:30 O'CLOCK P.M.

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



  
Edward J. Freel, Secretary of State

2529585 8100

AUTHENTICATION: 7593396

DATE:

**CERTIFICATE OF INCORPORATION**

**OF**

***TRANS NATIONAL COMMUNICATIONS INTERNATIONAL, INC.***

The undersigned, a natural person, for the purpose of organizing a corporation for conducting the business and promoting the purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware (particularly Chapter 1, Title 8 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified and referred to as the "General Corporation Law of the State of Delaware"), hereby certifies that:

**FIRST:** The name of the corporation (hereinafter called the "Corporation") is

**TRANS NATIONAL COMMUNICATIONS INTERNATIONAL, INC.**

**SECOND:** The address, including street, number, city, and county, of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle; and the name of the registered agent of the Corporation in the State of Delaware is The Corporation Trust Company.

**THIRD:** The nature of the business to be conducted and the purposes of the Corporation are:

To purchase or otherwise acquire, invest in, own, lease, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade and deal in and with real property and personal property of every kind, class and description (including, without limitation, goods, wares and merchandise of every kind, class and description), to manufacture goods, wares and merchandise of every kind, class and description, both on its own account and for others;

To make and perform agreements and contracts of every kind and description; and

Generally to engage in any lawful act or activity or carry on any business for which corporations may be organized under the Delaware General Corporation Law or any successor statute.

**FOURTH:** The total number of shares of capital stock which the Corporation shall have authority to issue is 10,000 shares of Common Stock with \$.01 par value.

### RESTRICTIONS ON TRANSFER

- 4.1 Non-Complying Transfers Prohibited. No shares of common stock ("Shares") owned by any person or entity (a "Stockholder") may be sold, assigned, pledged, hypothecated, encumbered, gifted, devised or otherwise transferred to any person or entity, voluntarily, or by operation of law, court order, foreclosure, marital property division or otherwise except in accordance with the terms and conditions hereinafter set forth.
- 4.2 Rights of First Refusal on Voluntary Transfers.
- 4.2.1 Any Stockholder who intends to sell, assign, transfer or otherwise voluntarily dispose of all or part of any Shares (the "Selling Stockholder"), shall give written notice of such intention to Steven B. Belkin, his successors and assigns (the "Founding Stockholder") and the Corporation, which notice shall include the name of the proposed transferee, the proposed purchase price per Share, the terms of payment of such purchase price and all other matters relating to such sale and shall be accompanied by a copy of the binding written agreement of the proposed transferee to purchase the Shares of the Selling Stockholder. Such notice shall constitute a binding offer by the Selling Stockholder to sell to the Founding Stockholder and the Corporation, or their assignees, such number of Shares then held by the Selling Stockholder as are proposed to be sold in the notice at the monetary price per Share designated in such notice, payable as provided in Section 4.2.4 hereof. Within thirty days after receipt of written notice from the Selling Stockholder, the Founding Stockholder shall give written notice to the Selling Stockholder as to whether such offer has been accepted by the Founding Stockholder. The Founding Stockholder may only accept such offer in whole and may not accept such offer in part. Such acceptance notice shall fix a time, location and date for the closing on such purchase ("Closing Date") which shall not be less than seven nor more than forty-five days after the giving of the acceptance notice. The place for such closing shall be at the principal office of the Corporation or such other location agreed to by the parties. At such closing, the Selling Stockholder shall accept payment as set forth in Section 4.2.4 and shall deliver to the Founding Stockholder in exchange therefor certificates for the number of Shares stated in the notice accompanied by duly executed instruments of transfer.

- 4.2.2 If the Founding Stockholder shall fail to accept the offer within the thirty-day period, then the Corporation shall have fifteen days from the expiration of such notice period within which to accept in whole, but not in part, the offer of the Selling Stockholder, by giving to him written notice as set forth above of their intent to purchase all, but not less than all, of the Shares proposed to be sold as provided in the notice to the Founding Stockholder and the Corporation at the monetary price per Share designated in such notice, payable as provided in Section 4.2.4 hereof. The place for such closing shall be at the principal office of the Corporation or such other location agreed to by the parties. At the closing of such purchase and sale, the Selling Stockholder shall accept payment as set forth in Section 4.2.4 and shall deliver to the Corporation in exchange therefor certificates for the number of Shares stated in the notice accompanied by duly executed instruments of transfer.
- 4.2.3 If the Founding Stockholder and the Corporation shall fail to accept any such offer, then the Selling Stockholder shall be free to sell all, but not less than all, of the Shares set forth in his notice to the designated transferee at a price and on terms no less favorable to the Selling Stockholder than described in the Selling Stockholder's notice, *provided* that such sale is consummated within six months after the giving of notice by the Selling Stockholder to the Founding Stockholder and the Corporation as aforesaid, but the transferee (and all subsequent transferees) shall thereafter only be permitted to sell or transfer Shares in accordance with the terms hereof. After the expiration of such six-month period, the provisions of this Section 4.2 shall again apply with respect to any proposed transfer of the Selling Stockholder's Shares.
- 4.2.4 The purchase price of any Shares to be acquired pursuant to this Section 4.2 shall be payable on the terms offered to the Selling Stockholder by the proposed transferee (*provided, however*, that the Founding Stockholder and the Corporation shall not be required to meet any non-monetary terms of the proposed transfer, including, without limitation, delivery of other securities in exchange for the Shares proposed to be sold).
- 4.3 Death of a Stockholder. Within thirty days after the death of any Stockholder (other than the Founding Stockholder) (the "Deceased Stockholder"), the executors or administrators of the estate of the Deceased Stockholder and each transferee of the Deceased Stockholder's Shares by virtue of such death shall give written notice thereof to the Founding Stockholder and the Corporation offering to the Founding Stockholder and the Corporation or any assignee of either of them all of the Shares owned by the Deceased Stockholder at the time of death.

Within thirty days after receipt of such notice, the Founding Stockholder or his assignee, may elect to purchase all of the Shares so offered at a purchase price per Share determined in accordance with Section 4.7 hereof. If such Shares are not purchased by the Founding Stockholder, they shall be offered in the same manner to the Corporation. Within thirty days after the expiration of the Founding Stockholder's thirty-day period, the Corporation may elect to purchase all of the Shares so offered at a purchase price per Share determined in accordance with Section 4.7 hereof. If such Shares are not purchased by the Founding Stockholder or the Corporation, such Shares may be retained by the estate of the Deceased Stockholder or by such transferees subject to all other provisions hereof.

- 4.4 **Transfers by Operation of Law.** In the event that a Stockholder (i) files a voluntary petition under any bankruptcy or insolvency law or a petition for the appointment of a receiver or makes an assignment for the benefit of creditors, or (ii) is subjected involuntarily to such a petition or assignment or to an attachment or other legal or equitable interest with respect to his Shares and such involuntary petition or assignment or attachment is not discharged within thirty days after its date, or (iii) is subject to a transfer of his Shares by operation of law (except upon his death) the Founding Stockholder, the Corporation, or their assignees, shall have the right to elect to purchase all of the Shares which are owned by the Stockholder at a purchase price per Share determined in accordance with Section 4.7 hereof. Within thirty days after receipt of such notice, the Founding Stockholder or his assignee, may elect to purchase all of the Shares so offered at a purchase price per Share determined in accordance with Section 4.7 hereof. If such Shares are not purchased by the Founding Stockholder, they shall be offered in the same manner to the Corporation. Within thirty days after the expiration of the Founding Stockholder's thirty-day period, the Corporation may elect to purchase all of the Shares so offered at a purchase price per Share determined in accordance with Section 4.7 hereof. Failure of the Founding Stockholder and the Corporation to elect to purchase the Shares under this Section 4.4 shall not affect their rights to purchase the same Shares under Section 4.2 in the event of a proposed sale, assignment, transfer, or other disposition by or to any receiver, petitioner, assignee, transferee or other person obtaining an interest in the Shares.
- 4.5 **Prohibition on Encumbrances.** No Stockholder may pledge, hypothecate or otherwise encumber his Shares.
- 4.6 **Violation of Restrictions.** If any transfer of Shares is made or attempted contrary to the provisions of this Agreement or if any Shares are not

offered as required by these provisions, the Founding Stockholder and the Corporation shall have the right to purchase the Shares from the owner thereof or his transferee at any time before or after the transfer, as hereinafter provided. In addition to any other legal or equitable remedies, the Founding Stockholder and the Corporation may enforce this right by actions for specific performance (to the extent permitted by law). The Corporation may also refuse to recognize any such transferee or Stockholder as one of its stockholders for any purpose, including without limitation for purposes of dividend and voting rights, until all applicable provisions of these restrictions have been complied with.

**4.7 Purchase Price.**

**4.7.1** Except with respect to purchases made under Section 4.2, the purchase price of each Share purchased hereunder shall be the fair market value per Share determined by appraisal as follows. Within thirty days after the election to purchase pursuant to Section 4.3 or 4.4, the Founding Stockholder or the Corporation, as the case may be, shall appoint an appraiser, the Stockholder whose Shares are being purchased (or his legally appointed representatives) shall appoint a second appraiser, and the two appraisers so appointed shall appoint a third appraiser, or if any party or the appraisers fail to act within such period, any unappointed appraiser or appraisers shall be appointed by the American Arbitration Association, Boston, Massachusetts, upon application of any party or appraiser. Each appraiser shall independently determine the value of the shares of the Stockholder whose Shares are being purchased as of a convenient date selected by the three appraisers. The fair market value of the Shares shall be the average of the two closest appraised values, and such determination shall be final and binding upon all interested persons. The Corporation shall promptly furnish to the appraisers such information concerning its financial condition, earnings, capitalization, business prospects and sales of its capital stock as they may reasonably request. The appraisers shall promptly notify in writing the Founding Stockholder, the Corporation and the Stockholder whose Shares are being purchased (or his legally appointed representatives) of the appraisers' final determination of value. The parties shall each bear the fees and expenses of the appraiser appointed by or for each of them, and the fees and expenses of the third appraiser shall be borne one-half by the Stockholder whose Shares are being purchased (or his legally appointed representatives) and one-half by the purchaser of the Shares.

**4.8 Tenders.** The Stockholder whose Shares are being purchased pursuant to Section 4.3 or 4.4 (or his legally appointed representatives) shall tender all Shares being purchased hereunder to the Founding Stockholder or the

Corporation, or to one or more assignees designated by the purchaser, at the principal office of the Corporation at a reasonable date and time specified by it (in any event within thirty days of the purchaser's election), by delivery of certificates representing such Shares endorsed in blank and in proper form for transfer against payment of the purchase price in cash or by certified or bank checks.

- 4.9 **Waiver; Disposition of Shares.** From time to time the Corporation may waive its rights hereunder either generally or with respect to one or more specified transfers which have been proposed, attempted or made. All action to be taken by the Corporation hereunder shall be taken by vote of a majority of its Directors then in office. Any Shares which the Corporation has elected to purchase hereunder may be disposed of by its Board of Directors in such manner as it deems appropriate, with or without further restrictions on the transfer thereof.
- 4.10 **Subchapter S Restrictions.** If the Corporation has elected to be an S corporation pursuant to Section 1362 of the Internal Revenue Code of 1986, as amended, then as long as such an election is in effect no Shares may be sold, assigned, pledged or otherwise transferred to any person or entity if the transfer would cause the termination of such election.

**FIFTH:** The name and mailing address of the sole incorporator is as follows:

<u>Name</u>	<u>Mailing Address</u>
Anne T. Leland	Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. One Financial Center Boston, MA 02111

**SIXTH:** The Corporation is to have perpetual existence.

**SEVENTH:** For the management of the business and for the conduct of the affairs of the Corporation, and in further definition and not in limitation of the powers of the Corporation and of its directors and of its stockholders or any class thereof, as the case may be, conferred by the State of Delaware, it is further provided that:

A. The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the By-Laws. The phrase "whole Board" and the phrase "total number of directors" shall be deemed to have the same meaning, to wit, the total number of directors which the Corporation would have if there were no vacancies. No election of directors need be by written ballot.

B. After the original or other By-Laws of the Corporation have been adopted, amended or repealed, as the case may be, in accordance with the provisions of Section 109 of the General Corporation Law of the State of Delaware, and, after the Corporation has received any payment for any of its stock, the power to adopt, amend, or repeal the By-Laws of the Corporation may be exercised by the Board of Directors of the Corporation.

C. The books of the Corporation may be kept at such place within or without the State of Delaware as the By-Laws of the Corporation may provide or as may be designated from time to time by the Board of Directors of the Corporation.

*EIGHTH:* Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

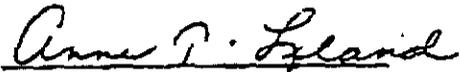
*NINTH:* The Corporation shall, to the fullest extent permitted by the provisions of Section 145 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented from time to time, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities or other matters referred to in or covered by said section as amended or supplemented (or any successor), and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his 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, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

*TENTH:* No director of this Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except to the extent that exculpation from liability is not permitted under the General Corporation Law of the State of Delaware as in effect at the time such liability is determined. No amendment or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior

to such amendment or repeal. If the General Corporation Law of the State of Delaware is amended after approval by the stockholders of this Article to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended.

**ELEVENTH:** From time to time any of the provisions of this Certificate of Incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders of the Corporation by this Certificate of Incorporation are granted subject to the provisions of this Article.

I, the undersigned, being the sole incorporator, for the purpose of forming a Corporation under the laws of the State of Delaware, do make, file and record this Certificate of Incorporation, to certify that the facts herein stated are true, and accordingly have hereto set my hand this 1st day of August, 1995.

  
Anne T. Leland

T3/565857.1

# State of Illinois Office of The Secretary of State

Whereas, APPLICATION FOR CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN THIS STATE OF TRANS NATIONAL COMMUNICATIONS INTERNATIONAL, INC. INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE HAS BEEN FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, Jesse White, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 13TH day of SEPTEMBER A.D. 1999 and of the Independence of the United States the two hundred and 24TH



*Jesse White*

Secretary of State