
Section 1: 8-K12B (8-K12B)

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of report (Date of earliest event reported): April 3, 2018

InterDigital, Inc.

(Exact name of Registrant as Specified in Charter)

Pennsylvania
(State or Other Jurisdiction
of Incorporation)

1-33579
(Commission
File Number)

82-4936666
(I.R.S. Employer
Identification No.)

**200 Bellevue Parkway, Suite 300
Wilmington, Delaware**
(Address of Principal Executive Offices)

19809-3727
(Zip Code)

Registrant's telephone number, including area code: (302) 281-3600

Not Applicable
Former Name or Former Address, if Changed Since Last Report

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying

with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. □

Item 1.01. Entry into a Material Definitive Agreement.

Holding Company Reorganization

On April 3, 2018, for the purpose of reorganizing its holding company structure, InterDigital, Inc., a Pennsylvania corporation and existing NASDAQ-listed registrant (the “Predecessor Company”), executed an Agreement and Plan of Merger (“Merger Agreement”) with InterDigital Parent, Inc., a Pennsylvania corporation (the “Successor Company”) 100% owned by the Predecessor Company, and another newly formed Pennsylvania corporation owned 100% by the Successor Company (“Merger Sub”). Pursuant to the Merger Agreement, on April 3, 2018, Merger Sub merged (the “Merger” or “Reorganization”) with and into the Predecessor Company with the Predecessor Company surviving. As a result of the Merger, the Predecessor Company is now a wholly-owned subsidiary of the Successor Company. Neither the business conducted by the Successor Company and the Predecessor Company in the aggregate, nor the consolidated assets and liabilities of the Successor Company and the Predecessor Company, in the aggregate, will change as a result of the Reorganization. A copy of the Merger Agreement is attached hereto as Exhibit 2.1.

At the time the Merger Agreement was executed, the Successor Company was a direct, wholly owned subsidiary of the Predecessor Company and Merger Sub was a wholly-owned subsidiary of the Successor Company and an indirect subsidiary of the Predecessor Company. Pursuant to Section 321(d)(4) of the Pennsylvania Business Corporation Law of 1988, shareholder approval was not required for the Merger.

By virtue of the Merger, each share of the Predecessor Company’s outstanding common stock has been converted, on a share-for-share basis, into a share of common stock of the Successor Company. As a result, each shareholder of the Predecessor Company has become the owner of an identical number of shares of common stock of the Successor Company.

Immediately following the Reorganization, the Successor Company was renamed as “InterDigital, Inc.” just like the Predecessor Company’s name prior to the Merger, and the Predecessor Company was renamed “InterDigital Wireless, Inc.” The Successor Company’s common stock will be traded under the name “InterDigital, Inc.” and will continue to be listed on the NASDAQ Global Select Market under the ticker symbol “IDCC.” Furthermore, the CUSIP number for the Successor Company’s common stock will be the same as the CUSIP number was for the Predecessor Company’s common stock.

In addition, each outstanding stock option and restricted stock unit (“RSU”) with respect to the acquisition of shares of the Predecessor Company’s common stock now represents an option or RSU, as the case may be, with respect to the acquisition of an identical number of shares of the Successor Company’s common stock, upon the same terms and conditions as the original option or RSU.

The conversion of shares of capital stock in the Merger occurred without an exchange of certificates. Accordingly, certificates formerly representing shares of outstanding common stock of the Predecessor Company are deemed to represent the same number of shares of common stock in the Successor Company. Shareholders do not need to exchange their share certificates.

The provisions of the articles of incorporation and bylaws of the Successor Company, attached hereto as Exhibits 4.1 and 4.2, respectively, are the same as those of the Predecessor Company prior to the Merger. The authorized capital stock of the Successor Company, the designations, rights, powers and preferences of such capital stock and the qualifications, limitations and restrictions thereof are also the same as those of the Predecessor Company immediately prior to the Merger. The directors and executive officers of the Successor Company are the same individuals who were directors and executive officers, respectively, of the Predecessor Company immediately prior to the Merger.

Upon consummation of the Merger, the Successor Company’s common stock was deemed to be registered under Section 12(b) of the Securities Exchange Act of 1934, as amended, pursuant to Rule 12g-3(a) promulgated thereunder. For purposes of Rule 12g-3(a), the Successor Company, is the successor issuer to the Predecessor Company.

As previously disclosed, on March 9, 2018, the Board of Directors of the Predecessor Company declared a regular quarterly cash dividend of \$0.35 per share on the Predecessor Company’s common stock (the “Dividend”), payable on May 1, 2018 (the “Dividend Payment Date”) to shareholders of record at the close of business on April 23, 2018 (the “Dividend Record Date”). The Successor Company will pay the Dividend on the Dividend Payment Date to the shareholders of record of the Successor Company on the Dividend Record Date.

First Supplemental Indenture

On April 3, 2018, the Predecessor Company (now known as InterDigital Wireless, Inc.) and the Successor Company (now known as InterDigital, Inc.) entered into a First Supplemental Indenture (the “Supplemental Indenture”) with The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), to that certain Indenture, dated as of March 11, 2015 (the “Indenture”), between the Predecessor Company and the Trustee, pursuant to which the Predecessor Company issued its 1.50% Senior Convertible Notes due 2020 (the “Notes”).

The Supplemental Indenture effects certain amendments to the Indenture in connection with the Merger which will, among other things, amend the conversion right of the Notes so that at the effective time of the Merger, the holder of each Note outstanding as of the effective time of the Merger will have the right to convert, subject to the terms of the Indenture, each \$1,000 principal amount of such Note into the number of shares of the Successor Company’s common stock that a holder of a number of shares of the Predecessor Company’s common stock equal to the conversion rate immediately prior to the effective time of the Merger would have been entitled to receive upon the Merger. Pursuant to the Supplemental Indenture, the conversion rate of the Notes immediately following the effective time of the Merger is now 13.9392 shares of the Successor Company’s common stock per \$1,000 principal amount of Notes.

Pursuant to the Supplemental Indenture, the Successor Company guaranteed the Predecessor Company’s obligations under the Notes and the Indenture.

A copy of the Supplemental Indenture, attached hereto as Exhibit 4.3, is incorporated into this Item 1.01 by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under and Off-Balance Sheet Arrangement of a Registrant

The information set forth under Item 1.01 under the heading “First Supplemental Indenture” is incorporated herein by reference.

Item 3.03. Material Modification to Rights of Security Holders.

The information set forth under Item 1.01 under the heading “First Supplemental Indenture” is incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

The relevant information contained in Item 1.01 is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
2.1	<u>Agreement and Plan of Merger, dated as of April 3, 2018, by and among InterDigital, Inc., InterDigital Parent, Inc. and InterDigital Merger Sub, Inc.</u>
4.1	<u>Amended and Restated Articles of Incorporation of InterDigital, Inc. (as amended April 3, 2018).</u>
4.2	<u>Amended and Restated Bylaws of InterDigital, Inc.</u>
4.3	<u>First Supplemental Indenture, dated as of April 3, 2018, among InterDigital Wireless, Inc., InterDigital, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee.</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

InterDigital, Inc.

Date: April 3, 2018

By: /s/ Jannie K. Lau

Name: Jannie K. Lau

Title: Chief Legal Officer, General Counsel and Corporate Secretary

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Section 2: EX-2.1 (EX-2.1)

Exhibit 2.1

Execution Version

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of April 3, 2018 (the “Plan”), is entered into by and among InterDigital, Inc., a Pennsylvania corporation (“InterDigital” and after the Effective Time, the “Surviving Corporation”), InterDigital Parent, Inc., a Pennsylvania corporation (“TopCo”), and InterDigital Merger Sub, Inc., a Pennsylvania corporation (“Merger Sub”).

Background

A. InterDigital’s authorized capital stock consists of (i) 100,000,000 shares of common stock, par value \$0.01 per share (“InterDigital Common Stock”), of which, 34,627,324 shares were issued and outstanding as of February 28, 2018 and 36,127,579 shares were held in treasury on such date, and (ii) 14,398,600 shares of preferred stock, par value \$0.10, none of which is currently outstanding (“InterDigital Preferred Stock”).

B. TopCo’s authorized capital stock consists of (i) 100,000,000 shares of common stock, par value \$0.01 per share (“TopCo Common Stock”), of which, 1 share is currently issued and outstanding and no shares are held in treasury, and (ii) 14,398,600 shares of preferred stock, par value \$0.10, none of which are issued and outstanding (“TopCo Preferred Stock”). Since the incorporation of TopCo, InterDigital has owned all of the issued and outstanding TopCo Common Stock such that TopCo is a “holding company” as defined in Section 321(d)(4)(iii) of the Pennsylvania Business Corporation Law of 1988, as amended (the “PBCL”).

C. The designations, rights and preferences, and the qualifications, limitations and restrictions thereof, of the TopCo Preferred Stock and the TopCo Common Stock are the same as those of the InterDigital Preferred Stock and the InterDigital Common Stock, respectively.

D. The Articles of Incorporation and the Bylaws of TopCo immediately after the Effective Time (as hereinafter defined) will contain provisions identical to the Articles of Incorporation and Bylaws of InterDigital immediately before the Effective Time (other than, as the case may be, with respect to matters excepted by Section 321(d)(4)(i)(D) of the PBCL).

E. The directors of TopCo immediately after the Effective Time will be identical to the directors of InterDigital immediately before the Effective Time.

F. Merger Sub’s authorized capital stock consists of 100 shares of common stock, par value \$0.01 per share (“Merger Sub Common Stock”), of which 1 share is currently issued and outstanding and no shares are held in treasury. TopCo owns all of the issued and outstanding Merger Sub Common Stock.

G. InterDigital, TopCo and Merger Sub have determined that it is in their respective best interests that InterDigital and Merger Sub should merge, InterDigital shall be the surviving corporation and TopCo shall be a “holding company” of InterDigital, as such term is defined in Section 321(d)(4) of the PBCL.

H. Pursuant to authority granted by the Board of Directors of InterDigital, InterDigital will, immediately prior to the Effective Time, contribute to the capital of TopCo all of the shares of InterDigital Common Stock then held by InterDigital in its treasury.

Terms

The parties hereby prescribe the terms and conditions of the merger and the mode of carrying the same into effect as follows:

1. **Merger of Merger Sub with and into InterDigital.** At the Effective Time, Merger Sub shall merge with and into InterDigital (the “Merger”) in accordance with Subchapter C of Chapter 3 of the PBCL, and the separate existence of Merger Sub shall cease. InterDigital shall be the surviving corporation and assume all of the rights, privileges, assets and liabilities of Merger Sub.
2. **Effect of the Merger.** The effect of the Merger shall be as provided in Section 336 of the PBCL. As a result of the Merger, by operation of law and without further act or deed, at the Effective Time, all property, rights, interests and other assets of Merger Sub shall be transferred to and vested in the Surviving Corporation, and the Surviving Corporation shall assume all of the liabilities and obligations of Merger Sub.
3. **Effect on Capital Stock and Related Purchase Rights.** At the Effective Time:
 - 3.1. Each then issued and outstanding share of TopCo Common Stock held by InterDigital will, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled without conversion or issuance of any shares of stock of the Surviving Corporation with respect thereto.
 - 3.2. Each then issued and outstanding share or fraction of a share, (including those shares formerly held in treasury by InterDigital and contributed to TopCo prior to the Merger), of InterDigital Common Stock will, by virtue of the Merger and without any action on the part of the holder thereof, be converted into a share or equal fraction of a share of TopCo Common Stock, which shall have the same designations, rights, powers and preferences and the same qualifications, limitations and restrictions as a share of InterDigital Common Stock immediately prior to the Effective Time.
 - 3.3. Each then issued and outstanding share of Merger Sub Common Stock will, by virtue of the Merger and without any action on the part of the holder thereof, be converted into a share of common stock of the Surviving Corporation.
4. **Certificates.** At the Effective Time, each outstanding certificate that, immediately prior to the Effective Time, evidenced InterDigital Common Stock shall be deemed and treated for all corporate purposes to evidence the ownership of the number of shares of TopCo Common Stock into which such shares of InterDigital Common Stock were converted pursuant to Section 3.2 of this Plan.

5. **Articles of Incorporation, By-laws, Officers and Directors.** The Articles of Incorporation and Bylaws of InterDigital, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation. The officers and directors of Merger Sub immediately prior to the Effective Time shall be the officers and directors of the Surviving Corporation.

6. **Name Change.** At the Effective Time, InterDigital will change its name to “InterDigital Wireless, Inc.” and TopCo will change its name to “InterDigital, Inc.”

7. **Plan of Reorganization.** This Plan shall constitute a plan of reorganization of InterDigital and Merger Sub.

8. **Tax Treatment.** The Merger shall constitute a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code.

9. **Filing and Effective Time.** If this Plan has not been terminated pursuant to Section 11 hereof, after this Plan has been duly approved in the manner required by law, appropriate Articles of Merger shall be filed by InterDigital and Merger Sub pursuant to and in accordance with the PBCL. The Merger shall be effective (the “Effective Time”) upon filing.

10. **Termination.** This Plan may be terminated and the Merger abandoned by the Board of Directors of each of InterDigital, TopCo and Merger Sub at any time prior to the Effective Time.

11. **Adoption and Approval.** The Plan was adopted and approved by written consent of the Board of Directors of InterDigital dated March 23, 2018, by written consent of the Board of Directors of TopCo dated March 23, 2018 and by written consent of the Board of Directors of Merger Sub dated March 23, 2018. Pursuant to Section 321(d)(4) of the PBCL, the Plan was not required to be approved by the shareholders of InterDigital or Merger Sub.

[Signature page follows]

- (i) 100,000,000 shares of Common Stock, \$0.01 par value per share (“Common Stock”), and
- (ii) 14,398,600 shares of Preferred Stock, \$0.10 par value per share (“Preferred Stock”).

Any or all shares of each class and series, or any part thereof, may be certificated or uncertificated as determined by the Board of Directors, except as may be otherwise expressly provided in the terms of a particular class or series and except that shares represented by a certificate that are issued and outstanding shall continue to be represented thereby until the certificate is surrendered to the Corporation. In accordance with Section 1528(f) of the Pennsylvania Business Corporation Law, or any successor provision, the rights and obligations

of the holders of shares represented by certificates and the rights and obligations of holders of uncertificated shares of the same class and series shall, except as otherwise expressly provided by law, be identical.

The voting rights, designations, preferences, qualifications, privileges, limitations, options, conversion rights and other special rights (the “Rights and Preferences”) of the shares of the respective classes of stock of the Corporation are and will be determined as follows:

A. Preferred Stock

The Board of Directors of the Corporation shall have full and complete authority, by resolution from time to time, to establish one or more series and to issue shares of Preferred Stock and to fix, determine and vary the Rights and Preferences of each series of Preferred Stock, including, but not limited to, dividend rates and manner of payment, preferential amounts payable upon voluntary or involuntary liquidation, voting rights, conversion rights, redemption prices, terms and conditions and sinking fund and stock purchase prices, terms and conditions.

B. Series B Junior Participating Preferred Stock.

The series of Preferred Stock, \$.10 par value per share, of the Corporation known as Series B Junior Participating Preferred Stock shall have the following Rights and Preferences:

Section 1. Designation and Amount.

The shares of such series shall be designated as “Series B Junior Participating Preferred Stock” and the number of shares constituting such series shall be 90,000. In this Article Fifth, the Series B Junior Participating Preferred Stock is sometimes referred to as the “Series B Preferred Stock.”

Section 2. Dividends and Distributions.

(A) Subject to the prior and superior rights of the holders of any shares of any other series of Preferred Stock or any other shares of preferred stock of the Corporation ranking prior and superior to the shares of Series B Preferred Stock with respect to dividends, each holder of one one-thousandth (1/1000) of a share (a “Unit”) of Series B Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for that purpose, (i) dividends payable in cash when and if declared by the Board of Directors of the Corporation in respect of the Common Stock (each such date being a “Dividend Payment Date”) commencing on the first Dividend Payment Date after the first issuance of such Unit of Series B Preferred Stock, in an amount per Unit (rounded to the nearest cent) equal to, subject to the provision for adjustment hereinafter set forth, the aggregate per share amount of all cash dividends declared on shares of the Common Stock since the immediately preceding Dividend Payment Date, or, with respect to the first Dividend Payment Date, since the first issuance of a Unit of Series B Preferred Stock, and (ii) subject to the provision for adjustment hereinafter set forth, distributions (payable in kind) on each Dividend Payment Date in an amount per Unit equal to the aggregate per share amount of all noncash dividends or other distributions (other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock, by reclassification or otherwise) declared on shares of common stock since the

immediately preceding Dividend Payment Date, or with respect to the first Dividend Payment Date, since the first issuance of a Unit of Series B Preferred Stock. In the event that the Corporation shall at any time after December 13, 1996 (the "Rights Declaration Date"), (i) declare any dividend on outstanding shares of Common Stock payable in shares of common stock, (ii) subdivide outstanding shares of Common Stock or (iii) combine outstanding shares of Common Stock into a smaller number of shares, then in each such case the amount to which the holder of a Unit of Series B Preferred Stock was entitled immediately prior to such event pursuant to the next preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which shall be the number of shares of Common Stock that are outstanding immediately after such event and the denominator of which shall be the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) The Corporation shall declare a dividend or distribution on Units of Series B Preferred Stock as provided in paragraph (A) above immediately after it declares a dividend or distribution on the shares of Common Stock (other than a dividend payable in shares of Common Stock).

Section 3. Voting Rights.

The holders of Units of Series B Preferred Stock shall have the following voting rights:

(A) Subject to the provision for adjustment hereinafter set forth, each Unit of Series B Preferred Stock shall entitle the holder thereof to one vote on all matters submitted to a vote of the holders of Common Stock of the Corporation. In the event the Corporation shall at any time after the Rights Declaration Date (i) declare any dividend on outstanding shares of Common Stock payable in shares of Common Stock, (ii) subdivide outstanding shares of Common Stock or (iii) combine the outstanding shares of Common Stock into a smaller number of shares, then in each such case the number of votes per Unit to which holders of Units of Series B Preferred Stock were entitled immediately prior to such event shall be adjusted by multiplying such number by a fraction the numerator of which shall be the number of shares of Common Stock outstanding immediately after such event and the denominator of which shall be the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) Except as otherwise provided herein or by law, the holders of Units of Series B Preferred Stock and the holders of shares of Common Stock shall vote together as one class on all matters submitted to a vote of holders of Common Stock of the Corporation.

(C) Except as set forth herein, holders of Units of Series B Preferred Stock shall have no special voting rights and their consents shall not be required (except to the extent they are entitled to vote with holders of shares of Common Stock as set forth herein) for taking any corporate action.

Section 4. Certain Restrictions.

(A) Whenever any dividends or distributions payable, on Units of Series B Preferred Stock as provided in Section 2 have not been paid in full, thereafter and until all such accrued and unpaid dividends and distributions, whether or not declared, on outstanding Units of Series B Preferred Stock shall have been paid in full, the Corporation shall not:

(i) declare or pay dividends on, make any other distributions on, or redeem or repurchase or otherwise acquire for consideration, any shares of junior stock;

(ii) declare or pay dividends on or make any other distributions on any shares of parity stock, except dividends paid ratably on Units of Series B Preferred Stock and shares of all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of such Units and all such shares are then entitled;

(iii) redeem or repurchase or otherwise acquire for consideration shares of any parity stock; provided, however, that the Corporation may at any time redeem, repurchase or otherwise acquire shares of any such parity stock in exchange for shares of any junior stock;

(iv) repurchase or otherwise acquire for consideration (other than shares of junior stock) any Units of Series B Preferred Stock, except in accordance with a repurchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such Units on the same terms.

(B) The Corporation shall not permit any subsidiary of the Corporation to purchase or otherwise acquire for consideration any shares of stock of the Corporation unless the Corporation could, under paragraph (A) of this Section 4, repurchase or otherwise acquire such shares at such time and in such manner.

Section 5. Reacquired Shares.

Any Units of Series B Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and canceled promptly after the acquisition thereof. All such Units shall, upon their cancellation, become authorized but unissued Units of Preferred Stock and may be reissued as part of a new series of Preferred Stock to be created by resolution or resolutions of the Board of Directors, subject to the conditions and restrictions on issuance set forth herein.

Section 6. Liquidation, Dissolution or Winding Up.

(A) Upon any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, no distribution shall be made (i) to the holders of shares of junior stock unless the holders of Units of Series B Preferred Stock shall have received, subject to adjustment as hereinafter provided in paragraph (B), the amount, per Unit, equal to the aggregate per share amount to be distributed to holders of shares of common stock, or (ii) to the holders of shares of parity stock, unless simultaneously therewith distributions are made ratably on Units of Series B Preferred Stock and all other shares of such parity stock in proportion to the total amounts to which the holders of Units of Series B Preferred Stock are entitled under clause (i) of this sentence and to which the holders of shares of such parity stock are entitled, in each case upon such liquidation, dissolution or winding up.

(B) In the event the Corporation shall at any time after the Rights Declaration Date (i) declare any dividend on outstanding shares of Common Stock payable in shares of Common Stock, (ii) subdivide outstanding shares of Common Stock, or (iii) combine outstanding shares of Common Stock into a smaller number of shares, then in each such case the aggregate amount to

which holders of Units of Series B Preferred Stock were entitled immediately prior to such event pursuant to clause (i) of paragraph (A) of this Section 6 shall be adjusted by multiplying such amount by a fraction the numerator of which shall be the number of shares of Common Stock that are outstanding immediately after such event and the denominator of which shall be the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 7. Consolidation, Merger, etc.

In case the Corporation shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or converted into other stock or securities, cash and/or any other property, then in any such case Units of Series B Preferred Stock shall at the same time be similarly exchanged for or converted into an amount per Unit (subject to the provision for adjustment hereinafter set forth) equal to the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is converted or exchanged. In the event the Corporation shall at any time after the Rights Declaration Date (i) declare any dividend on outstanding shares of Common Stock payable in shares of Common Stock, (ii) subdivide outstanding shares of Common Stock, or (iii) combine outstanding Common Stock into a smaller number of shares, then in each such case the amount set forth in the immediately preceding sentence with respect to the exchange or conversion of Units of Series B Preferred Stock shall be adjusted by multiplying such amount by a fraction the numerator of which shall be the number of shares of Common Stock that are outstanding immediately after such event and the denominator of which shall be the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 8. Redemption.

The Units of Series B Preferred Stock shall not be redeemable.

Section 9. Ranking.

The Units of Series B Preferred Stock shall rank junior to all other series of the Preferred Stock and to any other class of preferred stock that hereafter may be issued by the Corporation as to the payment of dividends and the distribution of assets, unless the terms of any such series or class shall provide otherwise.

Section 10. Amendment.

The Articles of Incorporation shall not hereafter be amended, either directly or indirectly, or through merger or consolidation with another corporation in any manner that would alter or change the powers, preferences or special rights of the Series B Preferred Stock so as to affect them adversely without the affirmative vote of the holders of a majority or more of the outstanding Units of Series B Preferred Stock, voting separately as a class.

Section 11. Fractional Shares.

The Series B Preferred Stock may be issued in Units or other fractions of a share, which Units or fractions shall entitle the holder, in proportion to such holder's fractional shares, to exercise voting rights, receive dividends, participate in distributions and to have the benefit of all other rights of holders of Series B Preferred Stock.

Section 12. Certain Definitions.

As used herein with respect to the Series B Preferred Stock, the following terms shall have the following meanings:

(A) The term “Common Stock” means the class of common stock designated as the Common Stock, par value \$.01 per share, of the Corporation at the date hereof or any other class of stock resulting from successive changes or reclassification of the common stock.

(B) The term “junior stock” (i) as used in Section 4 means the common stock and any other class or series of capital stock of the Corporation hereafter authorized or issued over which the Series B Preferred Stock has preference or priority as to the payment of dividends and (ii) as used in Section 6, shall mean the common stock and any other class or series of capital stock of the Corporation over which the Series B Preferred Stock has preference or priority in the distribution of assets on any liquidation, dissolution or winding up of the Corporation.

(C) The term “parity stock” (i) as used in Section 4, means any class or series of stock of the Corporation hereafter authorized or issued ranking pari passu with the Series B Preferred Stock as to dividends and (ii) as used in Section 6, shall mean any class or series of capital stock ranking pari passu with the Series B Preferred Stock in the distribution of assets on any liquidation, dissolution or winding up.

ARTICLE SIXTH

Shareholder’s cumulative voting rights for the election of directors are eliminated and denied.

ARTICLE SEVENTH

(a) Commencing with the annual meeting of shareholders in 2011, Directors, other than any who may be elected by the holders of any class or series of stock entitled to elect Directors separately pursuant to the terms of Article Fifth hereof or any resolution or resolutions providing for the issuance of such stock adopted by the Board of Directors, shall be elected annually for terms expiring at the next succeeding annual meeting; provided, however, that any Director elected by the shareholders prior to the 2011 annual meeting shall complete the three-year term to which such Director has been elected. Directors elected at the 2008 annual meeting of shareholders shall hold office until the 2011 annual meeting, Directors elected at the 2009 annual meeting of shareholders shall hold office until the 2012 annual meeting, and Directors elected at the 2010 annual meeting of shareholders shall hold office until the 2013 annual meeting, in each case holding office until successors are elected and qualified.

(b) Except as otherwise provided for or fixed by or pursuant to the provisions of Article Fifth hereof relating to the rights of the holders of any class or series of stock entitled to elect Directors separately, newly created directorships resulting from any increase in the number of Directors and any vacancies on the Board of Directors resulting from death,

resignation, disqualification, removal or other cause shall be filled by the Directors in the manner provided in the By-laws of the Corporation. Any person elected as a Director in accordance with the preceding sentence to fill a newly created directorship resulting from an increase in the number of Directors shall hold office until the next annual meeting and until such Director's successor shall have been elected and qualified, and any person elected as a Director in accordance with the preceding sentence to fill a vacancy on the Board of Directors shall hold office for the remainder of the full term of office of the Director whom he replaced and until his successor shall have been elected and qualified. No decrease in the number of Directors constituting the Board of Directors shall shorten the term of any incumbent Director.

(c) Except for the rights of any class or series of stock entitled to elect Directors separately, any Director may be removed from office, without assigning any cause, but only by the affirmative vote of the holders of 80 percent of the combined voting power of the then outstanding shares of stock entitled to vote generally in the election of Directors, voting together as a single class.

(d) Notwithstanding anything contained in the Articles of Incorporation or By-laws to the contrary, and subject to the rights of any class or series of stock entitled to elect Directors separately, the affirmative vote of the holders of at least 80 percent or more of the combined voting power of the then outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class, shall be required to alter, amend or repeal this Article Seventh or to adopt any provision inconsistent herewith.

ARTICLE EIGHTH

(a) The holders of all the shares outstanding and entitled to vote may, by a majority vote, in the manner set forth in the By-laws, alter, amend or repeal the By-laws of the Corporation, provided, however, that the affirmative vote of the holders of 80 percent or more of the combined voting power of the then outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class, shall be required to alter, amend or repeal Sections 3.1, 3.4, 3.11 or 8.1 of the By-laws of the Corporation, or to adopt any provision inconsistent therewith.

(b) The Board of Directors, by a majority vote of the members thereof, may make, alter, amend or repeal any provisions of the By-laws, in the manner set forth in the By-laws. The shareholders shall have the right to change such action by a majority vote of the shareholders entitled to vote thereon at any Annual Meeting duly convened after notice to the shareholders of such purpose, provided, however, that the vote of the holders of at least 80 percent of the combined voting power of all of the then outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class, shall be required to change such action with respect to Sections 3.1, 3.4, 3.11 or 8.1.

(c) Notwithstanding anything contained in the Articles of Incorporation to the contrary, and subject to the rights of any class or series of stock entitled to elect Directors separately, the affirmative vote of the holders of at least 80 percent of the combined voting power of the then outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class, shall be required to alter, amend or repeal this Article Eighth or to adopt any provision inconsistent herewith.

ARTICLE NINTH

The vote of shareholders of the Corporation required to approve any Business Combination shall be as set forth in this Article Ninth. The term “Business Combination” shall have the meaning ascribed to it in (a)(B) of this Article; each other capitalized term used in this Article shall have the meaning ascribed to it in (c) of this Article.

(a) (A) In addition to any affirmative vote required by law or the Articles of Incorporation or any resolution adopted pursuant to Article Fifth of the Articles of Incorporation, and except as otherwise expressly provided in (b) of this Article Ninth, a Business Combination shall not be consummated without the affirmative vote of the holders of at least 80 percent of the combined voting power of the then outstanding shares of stock of all classes and series of the Corporation entitled to vote generally in the election of Directors (“Voting Stock”), in each case voting together as a single class (it being understood that for purposes of this Article Ninth, each share of the Voting Stock shall have the number of votes granted to it pursuant to Article Fifth of the Article of Incorporation). Such affirmative vote shall be required notwithstanding the fact that no vote may be required, or that a lesser percentage may be specified, by law or by the Articles of Incorporation or any resolution or resolutions adopted pursuant to Article Fifth of the Articles of Incorporation or in any agreement with any national securities exchange or otherwise.

(B) The term “Business Combination” as used in this Article Ninth shall mean:

- (1) any merger or consolidation of the Corporation or any Subsidiary with (i) any Interested Shareholder or (ii) any other corporation or entity (whether or not itself an Interested Shareholder) which is, or after each merger or consolidation would be, an Affiliate of an Interested Shareholder; or
- (2) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions) to or with any Interested Shareholder or any Affiliate of any Interested Shareholder of all or a Substantial Part of the assets of the Corporation or any Subsidiary; or
- (3) the issuance or transfer by the Corporation or any Subsidiary (in one transaction or a series of transactions) of any securities of the Corporation or any Subsidiary to any Interested Shareholder or any Affiliate of any Interested Shareholder in exchange for cash, securities or other property (or a combination thereof), other than the issuance of securities upon the conversion of convertible securities of the Corporation or any Subsidiary which were not acquired by such interested Shareholder (or such Affiliate) from the Corporation or a Subsidiary; or
- (4) the adoption of any plan or proposal for the liquidation or dissolution of the Corporation proposed by or on behalf of an Interested Shareholder or any Affiliate of any Interested Shareholder; or

(5) any reclassification of securities (including any reverse stock split), or recapitalization of the Corporation, or any merger or consolidation of the Corporation with any of its Subsidiaries or any other transaction (whether or not with or into or otherwise involving an interested Shareholder) which in any such case has the effect, directly or indirectly, of increasing the proportionate share of the outstanding shares of any class or series of stock or securities convertible into stock of the Corporation or any Subsidiary which is directly or indirectly beneficially owned by any Interested Shareholder or any Affiliate of any Interested Shareholder;

(b) The provisions of (a) of this Article Ninth shall not be applicable to any Business Combination in respect of which all of the conditions specified in either of the following paragraphs A and B are met, and such Business Combination shall require only such affirmative vote as is required by law and any other provision of the Articles of Incorporation and any resolution or resolutions of the Board of Directors adopted pursuant to Article Fifth of the Articles of Incorporation.

(A) Such Business Combination shall have been approved by a majority of the Disinterested Directors, or

(B) Each of the six conditions specified in the following clauses (1) through (6) shall have been met:

(1) the aggregate amount of the cash and the Fair Market Value as of the date of the consummation of the Business Combination (the "Consummation Date") of any consideration other than cash to be received by holders of Common Stock in such Business Combination shall be at least equal to the higher of the following:

(i) (if applicable) the highest per share price (including any brokerage commissions, transfer taxes and soliciting dealers' fees) paid in order to acquire any shares of Common Stock beneficially owned by the Interested Shareholder which were acquired beneficially by such Interested Shareholder (x) within the two-year period immediately prior to the Announcement Date or (y) in the transaction in which it became an Interested Shareholder, whichever is higher; or

(ii) the Fair Market Value per share of Common Stock on the Announcement Date or on the date on which the Interested Shareholder became an Interested Shareholder (the Determination Date), whichever is higher; and

(2) the aggregate amount of the cash and the Fair Market Value as of the Consummation Date of any consideration other than cash to be received per share by holders of shares of any other class or series of Voting Stock shall be at least equal to the highest of the following (it being intended that the requirements of this clause (B)(2) shall be required to be met with respect to every class and series of such outstanding Voting Stock, whether or not the Interested Shareholder beneficially owns any shares of a particular class or series of Voting Stock):

(i) (if applicable) the highest per share price (including any brokerage commissions, transfer taxes and soliciting dealers' fees) paid in order to acquire any shares of

such class or series of Voting Stock beneficially owned by the Interested Shareholder which were acquired beneficially by such Interested Shareholder (x) within the two-year period immediately prior to the Announcement Date or (y) in the transaction in which it became an interested Shareholder, whichever is higher;

(ii) (if applicable) the highest preferential amount per share to which the holders of shares of such class or series of Voting Stock are entitled in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation; and

(iii) the Fair Market Value per share of such class or series of Voting Stock on the Announcement Date or the Determination Date, whichever is higher; and

(3) the consideration to be received by holders of a particular class or series of outstanding Voting Stock (including Common Stock) shall be in cash or in the same form as was previously paid in order to acquire beneficially shares of such class or series of Voting Stock that are beneficially owned by the Interested Shareholder and if the Interested Shareholder beneficially owns shares of any class or series of Voting Stock that were acquired with varying forms of consideration, the form of consideration to be received by holders of such class or series of Voting Stock shall be either cash or the form used to acquire beneficially the largest number of shares of such class or series of Voting Stock beneficially acquired by it prior to the Announcement Date; and

(4) after such Interested Shareholder has become an Interested Shareholder and prior to the consummation of such Business Combination:

(i) except as approved by a majority of the Disinterested Directors, there shall have been no failure to declare and pay at the regular dates therefor the full amount of any dividends (whether or not cumulative) payable on any class or series of stock having preference over the Common Stock as to dividends or upon liquidation;

(ii) there shall have been (x) no reduction in the annual rate of dividends paid on the Common Stock (except as necessary to reflect any subdivision of the Common Stock), except as approved by a majority of the Disinterested Directors, and (y) an increase in such annual rate of dividends (as necessary to prevent any such reduction) in the event of any reclassification (including any reverse stock split) recapitalization, reorganization or any similar transaction which has the effect of reducing the number of outstanding shares of the Common Stock, unless the failure so to increase such annual rate was approved by a majority of the Disinterested Directors; and

(iii) such Interested Shareholder shall not have become the beneficial owner of any additional shares of Voting Stock except as part of the transaction in which it became an Interested Shareholder; and

(5) after such Interested Shareholder has become an Interested Shareholder, such Interested Shareholder shall not have received the benefit, directly or indirectly (except proportionately as a shareholder), of any loans, advances, guarantees, pledges or other financial assistance or tax credits or other tax advantages provided by the Corporation, whether in anticipation of or in connection with such Business Combination or otherwise; and

(6) a proxy or information statement describing the proposed Business Combination and complying with the requirements of the Securities Exchange Act of 1934 and the rules and regulations thereunder (or any subsequent provisions replacing such Act, rules or regulations) shall be mailed to public shareholders of the Corporation at least 30 days prior to the consummation of such Business Combination (whether or not such proxy or information statement is required to be mailed pursuant to such Act or subsequent provisions).

(c) For the purposes of this Article Ninth:

(A) A “person” shall mean any individual, firm, corporation or other entity.

(B) “Interested Shareholder” shall mean any person (other than the Corporation or any Subsidiary) who or which:

(1) is the beneficial owner, directly or indirectly, of more than 20 percent of the combined voting power of the then outstanding shares of Voting Stock; or

(2) is an Affiliate of the Corporation and at any time within the two-year period immediately prior to the date in question was the beneficial owner, directly or indirectly, of 20 percent or more of the combined voting power of the then outstanding shares of Voting Stock; or

(3) is an assignee or has otherwise succeeded to the beneficial ownership of any shares of Voting Stock that were at any time within the two-year period immediately prior to the date in question beneficially owned by any Interested Shareholder, if such assignment or succession shall have occurred in the course of a transaction or series of transactions not involving a public offering within the meaning of the Securities Act of 1933.

(C) A person shall be a “beneficial owner” of any Voting Stock:

(1) which such person or any of its Affiliates or Associates beneficially owns, directly or indirectly; or

(2) which such person or any of its Affiliates or Associates has (a) the right to acquire (whether such right is exercisable immediately or only after the passage of time), pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise, or (b) the right to vote or direct the vote pursuant to any agreement, arrangement or understanding; or

(3) which are beneficially owned, directly or indirectly, by any other person with which such person or any of its Affiliates or Associates has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of any shares of Voting Stock.

(D) For the purposes of determining whether a person is an Interested Shareholder pursuant to (c)(B) of this Article Ninth, the number of shares of Voting Stock deemed to be outstanding shall include shares deemed owned through application of (c)(C) of this Article but shall not include any other shares of Voting Stock that may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

(E) “Affiliate” and “Associate” shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as in effect on May 25, 1984.

(F) “Subsidiary” means any corporation of which more than 50 percent of the combined voting power of the then outstanding shares of stock entitled to vote generally in the election of directors is owned, directly or indirectly, by the Corporation or by a Subsidiary or by the Corporation and one or more Subsidiaries; provided, however, that for the purposes of the definition of Interested Shareholder set forth in (c)(B) of this Article Ninth, the term “Subsidiary” shall mean only a corporation of which a majority of the combined voting power of the then outstanding shares of stock entitled to vote generally in the election of directors is owned, directly or indirectly, by the Corporation.

(G) “Disinterested Director” means any member of the Board of Directors of the Corporation who is unaffiliated with, and not a nominee of, the Interested Shareholder and was a member of the Board prior to the time that the Interested Shareholder became an Interested Shareholder, and any successor of a Disinterested Director who is unaffiliated with, and not a nominee of, the Interested Shareholder and who is recommended to succeed a Disinterested Director by a majority of Disinterested Directors then on the Board of Directors.

(H) “Fair Market Value” means: (1) in the case of stock, the highest closing sale price during the 30-day period immediately preceding the date in question of a share of such stock on the principal United States securities exchange registered under the Securities Exchange Act of 1934 on which such stock is listed, or, if such stock is not listed on any such exchange, the highest closing sales price or bid quotation with respect to a share of such stock during the 30-day period preceding the date in question as quoted by the National Association of Securities Dealers, Inc. Automated Quotations Systems or any system then in use, or if no such quotations are available, the fair market value on the date in question of a share of such stock as determined by a majority of the Disinterested Directors in good faith; and (2) in the case of stock of any class or series which is not traded on any United States registered securities exchange nor in the over-the-counter market or in the case of property other than cash or stock, the fair market value of such property on the date in question as determined by a majority of the Disinterested Directors in good faith.

(I) In the event of any Business Combination in which the Corporation survives, the phrase “any consideration other than cash to be received” as used in (b)(B)(1) and (2) of this Article Ninth shall include the shares of the Common Stock and/or the shares of any other class of outstanding Voting Stock retained by the holders of such shares.

(J) “Announcement Date” means the date of first public announcement of the proposed Business Combination

(K) “Determination Date” means the date on which the Interested Shareholder became an Interested Shareholder.

(L) “Substantial Part” means more than 50 percent of the book value of the total assets of the entity in question, as of the end of its most recent fiscal year ending period to the Consummation Date.

(d) A majority of the Disinterested Directors of the Corporation shall have the right and power to determine, on the basis of information known to them after reasonable inquiry, all facts necessary to determine compliance with this Article Ninth, including, without limitation (A) whether a person is an Interested Shareholder, (B) the number of shares of Voting Stock beneficially owned by any person, (C) whether a person is an Affiliate or Associate of another person and (D) whether the requirements of (b) of this Article Ninth have been met with respect to any Business Combination. The good faith determination of a majority of the Disinterested Directors on such matters shall be conclusive and binding for all purposes of this Article Ninth.

(e) Nothing contained in this Article Ninth shall be construed to relieve any Interested Shareholder from any fiduciary obligation imposed by law.

(f) Notwithstanding anything contained in the Articles of Incorporation to the contrary, the affirmative vote of the holders of at least 80 percent of the voting power of the Voting Stock, voting together as a single class, shall be required to alter, amend, or repeal this Article Ninth or to adopt any provision inconsistent herewith.

ARTICLE TENTH

Subject to the rights of any class or series of stock entitled to elect Directors separately, at all meetings of shareholders for the election of Directors at which a quorum is present, each Director shall be elected by the vote of the majority of the votes cast by the shareholders represented in person or by proxy and entitled to vote in the election of the Director; provided, that if the election is a contested election (as such term shall be defined in the By-laws), the Directors, not exceeding the authorized number of Directors as fixed by the Board of Directors in accordance with the By-laws, shall be elected by a plurality vote of the shares represented in person or by proxy at any such meeting and entitled to vote in the election of the Directors. For purposes of this Article Tenth, a majority of the votes cast means that the number of votes cast “for” a Director must exceed the number of votes cast “against” that Director.

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Section 4: EX-4.2 (EX-4.2)

Exhibit 4.2

INTERDIGITAL, INC. (A PENNSYLVANIA CORPORATION) AMENDED AND RESTATED BYLAWS

Section 1.1 Registered Office.

The Registered Office of the Corporation shall be c/o CT Corporation System, Dauphin County, Pennsylvania until otherwise changed by the Board of Directors.

Section 2.1 Place of Shareholders' Meetings.

Meetings of the shareholders shall be held at the Registered Office of the Corporation or at such other place within or without Pennsylvania as the Board of Directors may fix. The Board of Directors shall have the right to determine that a meeting of shareholders be held solely by means of the Internet or other electronic communications technology in the manner and to the extent provided by the Pennsylvania Business Corporation Law of 1988, as amended (“Pennsylvania BCL”).

Section 2.2 Annual Meeting of Shareholders.

An Annual Meeting of shareholders shall be held in every calendar year on such date and at such time as the Board of Directors may fix. At the Annual Meeting of shareholders, shareholders shall vote on the election of directors and there shall be transacted such other business as may properly be brought before the Annual Meeting.

Section 2.3 Special Meetings of Shareholders.

Special Meetings of shareholders may be called at any time by the Chairman of the Board, the President, the Board of Directors, or by the shareholders if permitted by, and in accord with, the applicable provisions of the Pennsylvania BCL. At any time, upon written request of any person entitled to call a Special Meeting, it shall be the duty of the Secretary to fix the date of such Special Meeting to be held not less than five or more than sixty days after the receipt of the request and to give due notice thereof. If the Secretary shall neglect or refuse to fix the date of the

meeting and give notice thereof, the person or persons making the request may do so.

Section 2.4 Notice of Shareholders' Meetings.

Written notice of every meeting of the shareholders, stating the place, the date and hour thereof and, in the case of a special meeting of the shareholders, the general nature of the business to be transacted at such meeting, shall be given to the shareholders of record entitled to vote at such meeting either personally, by electronic transmission or by mail, or by any other means permitted by the Pennsylvania BCL, at the direction of the Secretary or, in the absence of the Secretary, any Assistant Secretary, at least ten (10) days prior to the day named for a meeting called to consider a fundamental change under Chapter 19 of the Pennsylvania BCL, as it may from time to time be amended, or five (5) days prior to the day named for the meeting in any other case. Notice shall be sent to the shareholders, if delivered personally or by mail, to a shareholder's postal address appearing on the books of the Corporation or, if delivered by

electronic means permitted by the Pennsylvania BCL, by facsimile transmission, e-mail or other electronic communication to a shareholder's facsimile number or address for e-mail or other electronic communications supplied by such shareholder to the Corporation for the purpose of notice. Notice delivered personally or by mail in such manner shall be deemed to have been given to the shareholder when deposited in the United States mail or with a courier service for personal delivery to such shareholder. Notice delivered by electronic means permitted by the Pennsylvania BCL in such manner shall be deemed to have been given to the shareholder when sent to such shareholder.

Section 2.5 Waiver of Notice of Shareholders' Meetings.

Whenever written notice is required to be given by law, by the Corporation's Articles of Incorporation ("Articles") or these Bylaws, a written waiver thereof signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Except in the case of a Special Meeting of shareholders, neither the business to be transacted nor the purpose of the meeting need be specified in the Waiver of Notice of such Meeting. Attendance of a person, either in person or by proxy, at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Section 2.6 Quorum for Shareholders' Meetings.

- a. The presence, in person or by proxy, of the shareholders entitled to cast a majority of the votes which all shareholders are entitled to cast on a matter to be voted upon at a meeting of shareholders shall constitute a quorum, and the acts of such quorum, at a duly organized meeting of shareholders, shall constitute the acts of all the shareholders. The shareholders present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.
- b. If a meeting cannot be organized because a quorum is not in attendance, the shareholders present in person or by proxy may, except as otherwise provided by the Pennsylvania BCL, adjourn the meeting to such time and place as they may determine, but in the case of any meeting at which directors are to be elected, only from day to day and only as directed by the holders of at least a majority of the shares entitled to be voted at an election of directors and present at the meeting. When a meeting is adjourned, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted, other than by announcement at the meeting at which such adjournment is taken. At any adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted at the meeting as originally noticed.

Section 2.7 Conduct of Shareholders' Meetings.

Meetings of the shareholders shall be presided over by the Chairman of the Board or, if the Chairman is not present, by the President or, if the President is not present, by a Vice President or, if none of the Chairman of the Board or the Chief Executive Officer or the President or Vice President is present, by a Chairman to be chosen at the meeting. The Secretary of the Corporation or, in the Secretary's absence, an Assistant Secretary or one temporarily designated as such shall act as Secretary of the meeting.

Section 2.8 Shareholders Participation by Electronic Means.

The right of any shareholder to participate in any shareholder meeting by means of telephone conference, the Internet or other electronic means by which all persons participating in the meeting may hear each other and, in which event, all shareholders so participating shall be deemed present at such meeting, shall be granted solely in the discretion of the Board of Directors.

Section 2.9 Voting by Shareholders.

Except as otherwise provided by law or in the Articles, every shareholder of record shall have the right, at every shareholder meeting, to one vote for every share standing in his name on the books of the Corporation. Every shareholder entitled to vote at a meeting of the shareholders or to express consent or dissent to a corporate action in any other fashion may authorize another person to act for him or her by proxy appointed by an instrument in writing (or transmitted by electronic means which results in a writing) executed by such shareholder or by the shareholder's attorney thereunto duly authorized and delivered to the Secretary. The presence of, or vote or other action at a meeting of shareholders, or the expression of consent or dissent to corporate action by a written proxy of a shareholder, shall constitute the presence of, or vote or action by, or written consent or dissent of the shareholder. Each proxy shall be executed in writing by the shareholder or by the shareholder's duly authorized attorney-in-fact, and filed with the Secretary. A proxy, unless coupled with an interest, shall be revocable at will, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until written notice of revocation has been given to the Secretary. An unrevoked proxy shall not be valid after three (3) years from the date of its execution, unless a longer time is expressly provided therein. A proxy shall not be revoked by the death or incapacity of the maker unless, before the vote is counted or the authority is exercised, written notice of such death or incapacity is given to the Secretary.

Subject to the rights of any class or series of stock entitled to elect Directors separately, at all meetings of shareholders for the election of Directors at which a quorum is present, each Director shall be elected by the vote of the majority of the votes cast by the shareholders represented in person or by proxy and entitled to vote in the election of the Director; provided, that if the election is a contested election, the Directors, not exceeding the authorized number of Directors as fixed by the Board of Directors in accordance with these Bylaws, shall be elected by a plurality vote of the shares represented in person or by proxy at any such meeting and entitled to vote in the election of the Directors. For purposes of the election of directors, a "majority of the votes cast" means that the number of votes cast "for" a Director must exceed the number of votes cast "against" that Director, and a "contested election" means that as of a date that is five (5) business days in advance of the date the Corporation files its definitive proxy statement (regardless of whether thereafter revised or supplemented) with the Securities and Exchange Commission the number of nominees exceeds the number of Directors to be elected.

Any other matter brought before a duly organized meeting for a vote of the shareholders, including, without limitation, the amendment of any Bylaw, shall be decided by a majority of the votes cast at such meeting by the shareholders present in person or by proxy and entitled to vote thereon, unless the matter is one for which a different vote is required by an express provision of the Pennsylvania BCL, the Articles or a Bylaw adopted by the shareholders, in any of which cases such express provision shall govern and control the decision on such matter.

All voting and elections shall be taken viva voce unless a vote by ballot shall, in the discretion of the Chairman of the meeting, be stated to be the manner of voting, or unless a vote by ballot shall be demanded by a shareholder before the voting or election begins, or unless otherwise required by law or by the Articles.

Section 2.10 Judges of Election.

In advance of any meeting of shareholders, the Board of Directors may appoint Judges of Election, who need not be shareholders, to act at such meeting or any adjournment thereof. If Judges of Election be not so appointed, the Chairman of the meeting may, and on the request of any shareholder or his proxy shall, make such appointment at the meeting. The number of Judges shall be one or three, and no candidate shall act as a Judge. On request of the Chairman of the meeting or of any shareholder or his proxy, the Judges shall make a report in writing of any challenge or question or matter determined by them and execute a certificate of any fact found by them.

Section 2.11 Record Date.

The Board of Directors may fix a time, prior to the date of any meeting of the shareholders, as a record date for the determination of the shareholders entitled to notice of, or to vote at, the meeting, which time, except in the case of an adjourned meeting, shall not be more than ninety (90) days prior to the date of the meeting. Only the shareholders of record at the close of business on the record date so fixed shall be entitled to notice of, or to vote at, such meeting, notwithstanding any transfer of securities on the books of the corporation after any record date so fixed. The Board of Directors may similarly fix a record date for the determination of shareholders for any other purpose. When a determination of shareholders of record has been made as herein provided for purposes of a meeting, the determination shall apply to any adjournment thereof unless the Board of Directors fixes a new record date for the adjourned meeting.

Section 2.12 Notice of Shareholder Business and Nominations.

- a. Annual Meetings of Shareholders.
 - (i) Nominations of persons for election to the Board of Directors of the Corporation and the proposal of business to be considered by the shareholders at an annual meeting of shareholders may be made (A) pursuant to the Corporation's notice of meeting, (B) by or at the direction of the Board of Directors or (C) by any shareholder of the Corporation who was a shareholder of record at the time of giving of notice provided for in this Section 2.12, who is entitled to vote at the meeting and who complies with the notice procedures set forth in this Section 2.12.
 - (ii) For nominations or other business to be properly brought before an annual meeting by a shareholder pursuant to clause (C) of paragraph (a)(i) of this Section 2.12, the shareholder must have given timely notice thereof in writing to the Secretary of the Corporation and such other business must otherwise be a proper matter for shareholder action. To be timely, a shareholder's notice must be received by the Secretary at the principal executive offices of the Corporation not later than the 60th day nor earlier than the 90th day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is more than 30 days before or more than 60 days after

such anniversary date, notice by the shareholder must be so received not earlier than the 90th day prior to the annual meeting and not later than the later of the 60th day prior to the annual meeting or the 15th day following the day on which public announcement of the date of the meeting is first made by the Corporation. In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period for the giving of a shareholder's notice as described above. A shareholder's notice shall: (A) set forth, as to the shareholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (1) the name and address of such shareholder, as they appear on the Corporation's books, and of such beneficial owner; (2) the class and number of shares of the Corporation which are owned beneficially and of record by such shareholder and such beneficial owner; (3) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Corporation or otherwise (a "Derivative Instrument") directly or indirectly owned beneficially by such shareholder or beneficial owner, if any, and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation, (4) any proxy, contract, arrangement, understanding or relationship pursuant to which such shareholder or beneficial owner, if any, has a right to vote any shares of any security of the Corporation or has granted any such right to any person or persons, (5) any short interest in any security of the Corporation (for purposes of these Bylaws a person shall be deemed to have a short interest in a security if such person directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security), (6) any rights to dividends on the shares of the Corporation owned beneficially by such shareholder that are separated or separable from the underlying shares of the Corporation, (7) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such shareholder is a general partner or, directly or indirectly, beneficially owns an interest in a general partner, (8) any performance-related fees (other than an asset-based fee) that such shareholder is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, as of the date of such notice, including without limitation any such interests held by members of such shareholder's immediate family sharing the same household (which information shall be supplemented by such shareholder and beneficial owner, if any, not later than 10 days after the record date for the meeting to disclose such ownership as of the record date) and (9) a representation that such shareholder and beneficial owner intend to appear in person or by proxy at the meeting; (B) set forth, as to each person whom the shareholder proposes to nominate for election or reelection as a director, all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934 ("Exchange Act") and Rule 14a-11 thereunder (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected); (C) with respect to each nominee for election or reelection to the Board of Directors, include a completed and signed

questionnaire, representation and agreement required by Section 2.13 of these Bylaws; and (D) if the notice relates to any business other than a nomination of a director or directors that the shareholder proposes to bring before the meeting, set forth (1) a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest of such shareholder and beneficial owner, if any, in such business and (2) a description of all agreements, arrangements and understandings between such shareholder and beneficial owner, if any, and any other person or persons (including their names) in connection with the proposal of such business by such shareholder.

- (iii) Notwithstanding anything in paragraph (a)(ii) of this Section 2.12 to the contrary, in the event that the number of directors to be elected to the Board of Directors of the Corporation at the annual meeting is increased pursuant to an act of the Board of Directors of the Corporation and there is no public announcement by the Corporation naming all of the nominees for director or specifying the size of the increased Board of Directors on or before the date which is 15 days before the latest date by which a shareholder may timely notify the Corporation of nominations or other business to be brought by a shareholder in accordance with paragraph (a)(ii) of this Section 2.12, a shareholder's notice required by this Section 2.12 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be received by the Secretary at the principal executive offices of the Corporation not later than the 15th day following the day on which such public announcement is first made by the Corporation.
- b. Special Meetings of Shareholders. Only such business shall be conducted at a special meeting of shareholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of shareholders at which directors are to be elected pursuant to the Corporation's notice of meeting (i) by or at the direction of the Board of Directors or (ii) provided that the Board of Directors has determined that directors shall be elected at such meeting, by any shareholder of the Corporation who is a shareholder of record at the time of giving of notice provided for in this paragraph (b), who shall be entitled to vote at the meeting and who complies with the notice procedures set forth in this paragraph (b). In the event the Corporation calls a special meeting of shareholders for the purpose of electing one or more directors to the Board of Directors, any such shareholder may nominate a person or persons (as the case may be), for election to such position(s) as specified in the Corporation's notice of meeting, if the shareholder's notice required by paragraph (a)(ii) of this Section 2.12 shall be received by the Secretary at the principal executive offices of the Corporation not earlier than the 90th day prior to such special meeting and not later than the later of the 60th day prior to such special meeting or the 15th day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period for the giving of a shareholder's notice as described above.

c. General.

- (i) Only such persons who are nominated in accordance with the procedures set forth in this Section 2.12 shall be eligible to serve as directors and only such business shall be conducted at a meeting of shareholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 2.12. Except as otherwise provided by law, the Articles or these Bylaws, the Chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 2.12 and, if any proposed nomination or business is not in compliance with this Section 2.12, to declare that such defective proposal or nomination shall be disregarded.
- (ii) For purposes of this Section 2.12, “public announcement” shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.
- (iii) If the Corporation is required under Rule 14a-8 under the Exchange Act to include a shareholder’s proposal in its proxy statement, such shareholder shall be deemed to have given timely notice for purposes of this Section 2.12 with respect to such proposal.

Nothing in this Section 2.12 shall be deemed to affect any rights of the holders of any series of Preferred Stock to elect directors.

Section 2.13 Submission of Questionnaire, Representation and Agreement

To be eligible to be a nominee for election or reelection as a director of the Corporation, a person must deliver (in accordance with the time periods prescribed for delivery of notice under Section 2.12 of these Bylaws) to the Secretary of the Corporation at the principal executive offices of the Corporation a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request) and a written representation and agreement (in the form provided by the Secretary upon written request) that such person (A) is not and will not become a party to (1) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question (a “Voting Commitment”) that has not been disclosed to the Corporation or (2) any Voting Commitment that could limit or interfere with such person’s ability to comply, if elected as a director of the Corporation, with such person’s fiduciary duties under applicable law, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed therein, and (C) in such person’s individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a director of the Corporation, and will comply with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation.

Section 3.1 Board of Directors, Number, Qualification, Elections, Term of Office and Compensation.

The business and affairs of the Corporation shall be managed by a Board of Directors of not less than five (5) nor more than fifteen (15) Directors, as may be fixed from time to time by the vote of a majority of the whole Board of Directors. Directors shall be of full age, but need not be residents of Pennsylvania or shareholders of the Corporation.

A nominee for any vacancy on the Board of Directors who has not been proposed by the Board of Directors or by the Nominating and Corporate Governance Committee of the Board may only be proposed for such vacancy if (a) such nomination follows the procedures set forth in Section 2.12 and (b) such nominee meets each of the following criteria: (i) if elected, such nominee would owe a duty of undivided loyalty to the Board of Directors and the Corporation without having any divided loyalties to any other person or entity whose interests are antithetical or adverse to the Corporation; (ii) such nominee has not been indicted or convicted for any crime nor has been the subject of any criminal investigation; (iii) such nominee has not been sanctioned or disciplined by any federal, state or local governmental authority or body or court; (iv) such nominee does not have a personal history which might prove to be an embarrassment to the Corporation in the reasonable judgment of the Board of Directors; (v) such nominee is not subject to the control, direct or indirect, of any competitor of the Corporation; (vi) such nominee meets the objective criteria for independence established by any national securities exchange or association on which the securities of the Corporation are listed; (vii) such nominee does not have any direct or indirect agreement with the Corporation regarding his or her nomination, nor does a third party nominator of such nominee have any such direct or indirect agreement with the Corporation; and (viii) if such nominee was nominated by a third person or entity, then such nominee may not have any of the following relationships with the nominator: (A) if the nominator is a natural person, then the nominee may not be a member of the nominator's immediate family; (B) if the nominator is an entity, then neither the nominee nor his or her immediate family members may have been an employee of the nominator entity during the current calendar year nor the immediately preceding calendar year; (C) neither the nominee nor any of his or her immediate family members may have accepted, directly or indirectly, any consulting, advisory or other compensatory fee from the nominator (excluding retirement benefits); (D) such nominee may not be an officer or director of the nominator or of any member of a controlled group of which the nominator is a member; (E) such nominee does not control the nominator nor any member of a controlled group of which the nominator is a member; and (F) such nominee may not have been nominated directly or indirectly, by any person or entity which itself would fail the criteria in (i) through (vii) above.

Directors, other than any who may be elected by the holders of shares of any class or series of stock entitled to elect Directors separately pursuant to the terms of Article Fifth of the Articles or any resolution or resolutions providing for the issuance of such stock adopted by the Board of Directors, shall be elected annually for terms expiring at the next succeeding annual meeting.

The Board of Directors shall have the authority to fix the compensation of Directors for their services and to authorize payment for expenses of attendance at meetings. A Director may also be a salaried officer or employee of the Corporation.

The Board of Directors may elect a Chairman who shall, when present, preside at all meetings of the Board of Directors and at all meetings of shareholders. The Chairman may appoint another member of the Board of Directors to preside in his absence.

Section 3.2 Quorum for Directors' Meetings.

A majority of the Directors in office shall be necessary to constitute a quorum for the transaction of business, and the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. A Director who is present at a meeting shall be counted in determining the presence of a quorum even though a contract or transaction between the Corporation and such Director or another business in which such Director has a financial interest is authorized at the meeting.

Section 3.3 Directors' Consent in Lieu of Meeting.

Any action which may be taken at a meeting of the Board of Directors or of any Committee thereof may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by all of the Directors or the members of the Committee, as the case may be, and shall be filed with the Secretary of the Corporation. One or more Directors may participate in a meeting of the Board of Directors or a Committee thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other.

Section 3.4 Vacancies in Board of Directors.

Except as otherwise provided for or fixed pursuant to the Articles, newly created directorships resulting from an increase in the number of Directors, and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause shall be filled exclusively by the vote of a majority of the remaining members of the Board of Directors, even though less than a quorum, and shall not be filled by a vote of the shareholders unless there are no members of the Board of Directors remaining in office. Any person elected as a Director in accordance with the preceding sentence to fill a newly created directorship resulting from an increase in the number of Directors shall hold office until the next annual meeting and until such Director's successor shall have been elected and qualified, and any person elected as a Director in accordance with the preceding sentence to fill a vacancy on the Board of Directors shall hold office for the remainder of the full term of office of the Director whom he replaced and until his successor shall have been elected and qualified. No decrease in the number of Directors constituting the Board of Directors shall shorten the term of any incumbent Director.

Section 3.5 Place of Meeting of Board of Directors.

The meetings of the Board of Directors may be held at such place within Pennsylvania, or elsewhere, as a majority of the Directors may from time to time appoint or as may be designated in the notice calling the meeting.

Section 3.6 Organization Meeting of the Board of Directors.

After the election of Directors by the shareholders, the newly elected Board of Directors may meet for the purpose of organization or otherwise:

- a. Immediately following their election, or at such time and place as shall be fixed by vote of the shareholders at the Annual Meeting (and in either such case no notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute the meeting, provided a majority of the whole Board of Directors shall be present); or

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- b. At such time and place as may be fixed by consent in writing of all the Directors.

Section 3.7 Regular Meetings of the Board of Directors.

Regular Meetings of the Board of Directors shall be held at such time and place as shall be determined by a majority of the Board of Directors.

Section 3.8 Special Meetings of the Board of Directors.

Special Meetings of the Board of Directors may be called by the Chairman of the Board, President or Secretary on at least two days' notice to each Director, either personally or by mail or by facsimile transmission, of the time and place of such Special Meeting. At the written request of two Directors, Special Meetings shall be called by the Chairman of the Board or President or Secretary in like manner and on like notice.

Section 3.9 Adjournments of Meetings of the Board of Directors.

If a meeting of the Board of Directors is adjourned, it shall not be necessary to give any notice of the adjourned meeting, or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which such adjournment is taken.

Section 3.10 Powers of Board of Directors.

- a. **Organizational Meeting:** At the first meeting of the Board of Directors in each year (at which a quorum shall be present) held next after the Annual Meeting of shareholders, it shall be the duty of the Board of Directors to elect or appoint the officers of the Corporation.
- b. **General Powers:** The Board of Directors shall have all the power and authority granted by law to Directors except as may be specifically excepted by the Articles or by these Bylaws.
- c. **Committees:** The Board of Directors, by Resolution adopted by a majority thereof, may designate an Executive Committee and one or more other committees, each of which shall consist of at least two Directors and such other Directors as shall be appointed by the Board of Directors to serve as alternate members of any such Committee to replace any absent or disqualified member at any Committee Meeting. In the event that any member of any such Committee shall be absent from or disqualified at such Meeting, the member or members thereof present at any such Meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another Director to act at the Meeting in the place of any such absent or disqualified member. Any such Committee shall have and exercise the authority of the Board of Directors in the management of the business and affairs of the Corporation to the extent provided in the Resolution creating such Committee.

Section 3.11 Removal of Directors by Shareholders or Board of Directors.

Subject to the right of any class or series of stock entitled to elect Directors separately, any Director may be removed from office, with or without assigning any cause, by the affirmative vote of the holders of at least 80% of the combined voting power of the then outstanding shares of stock entitled to vote generally in the election of Directors, voting together as a single class.

The Board of Directors shall have the power to remove any Director from office for cause, as determined by a majority of the members of the Board of Directors in office (excluding the member of the Board of Directors who is the subject of removal). For purposes of this Section 3.11, "cause" shall be deemed to exist where a Director: (a) has been declared of unsound mind by the order of a court, (b) has been convicted of a felony, (c) has been determined by the Board of Directors to have committed a dishonest act involving the Corporation, to have committed a gross abuse of authority or duty in his or her capacity as a Director, or to have intentionally inflicted harm on the Corporation, or (d) commits any other act or omission that is determined by the Board of Directors to constitute cause, consistent with the Pennsylvania BCL.

Section 3.12 The Chairman of the Board Powers and Duties.

The Chairman of the Board shall, when present, preside at all meetings of the Board of Directors and at all meetings of shareholders. Unless otherwise directed by the Board of Directors, the Chairman of the Board shall have full power and authority on behalf of the Corporation to attend and act and vote at any meeting of the shareholders of any corporation in which the Corporation may hold stock, and at any such meeting he shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock which the Corporation, as the owner thereof, might have possessed and exercised if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons. He shall also do and perform such other duties as from time to time may be assigned to him by the Board of Directors.

Section 3.13 Officers.

The Officers of the Corporation shall be a Chief Executive Officer, a President, a Secretary, and a Treasurer, all of whom shall be elected or appointed by the Board of Directors. The Board of Directors may also elect one or more Vice Presidents, one or more Assistant Treasurers and one or more Assistant Secretaries. Any two or more offices may be held by the same person.

The Board of Directors may at any time also elect or appoint such other officers, assistant officers and agents as it shall deem necessary and as the needs of the Corporation may require. Such other officers, assistant officers and agents shall have such authority and shall perform such duties as from time to time may be prescribed by the Board of Directors.

The Officers shall be elected each year at the organization meeting of the Board of Directors, but if not so elected, they, and any assistant officers or agents the Board of Directors shall desire to appoint, may be elected from time to time during the year. It shall not be necessary for any officer of the Corporation to be a Director.

Section 4.1 The Chief Executive Officer - Powers and Duties.

The Chief Executive Officer shall have responsibility for general supervision and direction of the business of the Corporation, subject to the overall supervision of the Board of Directors. Unless otherwise directed by the Board of Directors, the Chief Executive Officer shall have full power and authority on

behalf of the Corporation to attend and act and vote at any meeting of the shareholders of any corporation in which the Corporation may hold stock, and at any such meeting he shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock which the Corporation, as owner thereof, might have possessed and exercised if present. Further, unless otherwise directed by the Board of Directors, the Chief Executive Officer is authorized to execute in the name of the Corporation contracts and other documents requiring the signature of the Corporation. He shall also do and perform such other duties as from time to time may be assigned to him by the Board of Directors.

Section 4.2 The President- Powers and Duties.

The President shall have responsibility for day-to-day supervision and direction of the regular business and operations of the Corporation, subject to the overall supervision of the Board of Directors and the Chief Executive Officer. Unless otherwise directed by the Board of Directors, the President shall have full power and authority on behalf of the shareholders of the Corporation to attend and act and vote at any meeting of the shareholders of any corporation in which the Corporation may hold stock, and at any such meeting shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock which the Corporation, as the owner thereof, might have possessed and exercised if present. Further, unless otherwise directed by the Board of Directors, the President is authorized to execute in the name of the Corporation contracts and other documents requiring the signature of the Corporation. He shall also do and perform such other duties as from time to time may be assigned to him by the Board of Directors.

Section 4.3 General Patent Counsel - Powers and Duties.

The General Patent Counsel shall have the responsibility for the intellectual property portfolio and the management and enforcement of the intellectual property of the Corporation, subject to the policies and directions of the Chief Executive Officer and the Board of Directors. General Patent Counsel shall manage the day-to-day operation of the Patent Department of the Corporation, shall act as the chief legal advisor to the Board of Directors and the Chief Executive Officer in administering the patent and intellectual property matters of the Corporation, and shall have such powers and shall perform such duties as may be from time-to-time assigned to him by the Board of Directors or by the Chief Executive Officer.

Section 4.4 General Counsel - Powers and Duties.

The General Counsel shall have the responsibility for supervision of the legal activities of the Corporation, subject to the policies and directions of the Chief Executive Officer and the Board of Directors. General Counsel shall manage the day-to-day operation of the Legal Department of the Corporation, shall act as the chief legal advisor to the Board of Directors, the Chief Executive Officer and other officers of the Corporation in formulating and administering the legal policies of the Corporation, and shall have such powers and shall perform such duties as may be from time-to-time assigned to him by the Board of Directors or by the Chief Executive Officer.

Section 4.5 The Vice President Powers and Duties.

A Vice President or Vice Presidents shall be elected by the Board of Directors, if the Board of Directors determines that such offices shall be created. The Vice President (or, if there are more than one, then each Vice President) shall have such powers and shall perform such duties as may from time to time be assigned to him or them by the Board of Directors or by the Chairman of the Board or by the President.

Section 4.6 Treasurer Powers and Duties.

The Treasurer shall have the custody of all the funds and securities of the Corporation which may come into his hands. When necessary or proper (unless otherwise ordered by the Board of Directors) he shall (a) endorse for collection on behalf of the Corporation, checks, notes and other obligations, (b) deposit the same to the credit of the Corporation in such banks or depositories as the Board of Directors may designate and (c) sign all receipts and vouchers for payments made by the Corporation. He shall, at all reasonable times, exhibit his books and accounts to the Board of Directors of the Corporation upon the request of any Director, and he shall also, if so directed by the Board of Directors, annually prepare and submit to the Annual Meeting of the shareholders a full statement of the assets and liabilities of the Corporation and of its transactions during the preceding year, and he shall have such other powers and shall perform such other duties as may be assigned to him from time to time by the Board of Directors. He shall give such bond for the faithful performance of his duties as may be required by the Board of Directors.

Section 4.7 Assistant Treasurer Powers and Duties.

Each Assistant Treasurer shall have such powers and perform such duties as may be assigned to him by the Board of Directors.

Section 4.8 Secretary - Powers and Duties.

Unless otherwise ordered by the Board of Directors, the Secretary shall keep the minutes of all meetings of the shareholders and of the Board of Directors in proper minute books to be kept for such purpose, and shall attend to the giving of all notices by the Corporation, including notices of meetings, the administration of certificate books, transfer books, the capital stock ledger and such other books and papers of the Corporation as the Board of Directors may direct. The Secretary shall in general perform all the duties incident to the office of Secretary and shall have such other powers and perform such other duties as may be assigned by the Board of Directors. Absent a separate appointment by the Board of Directors, the General Counsel of the Corporation shall serve as the Secretary of the Corporation. In the event the Board of Directors appoints as Secretary someone other than the General Counsel, such person shall report to and work under the supervision of the General Counsel with respect to the duties of the Secretary.

Section 4.9 Assistant Secretary Powers and Duties.

Each Assistant Secretary shall have such powers and perform such duties as may be assigned to him or them by the Board of Directors.

Section 4.10 Removal and Vacancies.

The Board of Directors shall have power to remove any officer from office at any time and shall also have the power to fill any vacancies in any office occurring from whatever reason. Such power shall be exercised by a majority vote of the Directors in office at the time of such removal or vacancy, although less than a quorum.

Section 5.1 Certificates: Uncertificated Shares.

Shares of stock of the Corporation may be certificated or uncertificated, and shall be entered in the books of the Corporation and registered as they are issued. Notwithstanding the issuance of uncertificated shares, every shareholder of record of a class and series permitting certificated shares shall, upon request, be entitled to a share certificate representing the shares owned by him. Every share certificate shall be signed by the Chairman of the Board, President, or a Vice President, and by the Secretary or Treasurer except where such share certificate is signed by a transfer agent or a registrar, in which case the signature of any officer of the Corporation upon such share certificate may be a facsimile, engraved or printed. In case any officer who has signed, or whose facsimile signature has been placed upon, any share certificate shall have ceased to be such officer because of death, resignation or otherwise, before the certificate is issued, it may be issued with the same effect as if the officer had not ceased to be such at the date of its issue. Within a reasonable period of time after the issuance or transfer of uncertificated shares, the Corporation shall send to the registered owner thereof a written notice that shall contain the information required to be set forth or stated on certificates by the Articles, these Bylaws or by the Pennsylvania BCL. Except as otherwise expressly provided by applicable law, the rights and obligations of the holders of shares represented by certificates and the rights and obligations of the holders of uncertificated shares of the same class and series shall be identical.

Section 5.2 Transfer of Shares.

Upon surrender to the Corporation, or the transfer agent of the Corporation, of a certificate for shares duly endorsed by the registered owner thereof or by his attorney duly authorized in writing to make such transfer or accompanied by proper evidence of succession, assignation or authority to transfer, the Corporation shall issue a new certificate or evidence of the issuance of uncertificated shares to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Upon the receipt of proper transfer instructions from the registered owner of uncertificated shares or his attorney duly authorized in writing to make such transfer or from a person presenting proper evidence of succession, assignation or authority to transfer, the Corporation shall cancel such uncertificated shares, issue a new certificate or evidence of the issuance of uncertificated shares to the person entitled thereto, and record the transaction upon its books.

The Corporation shall be entitled to treat the holder of record of any share certificate or certificates and the shares represented thereby, or any uncertificated shares, as the holder in fact thereof, and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share certificate or certificates and shares, or uncertificated shares, on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law, these Bylaws or by the Articles.

Section 5.3 Lost Share Certificates.

The holder of any certificate representing shares of stock of the Corporation shall immediately notify the transfer agent of the Corporation of any loss or destruction thereof. The Board of Directors or

any officer of the Corporation to whom the Board of Directors has delegated authority may authorize any transfer agent of the Corporation to issue, and any registrar of the Corporation to register, at any time and from time to time unless otherwise directed, a new certificate or certificates of stock, or uncertificated shares, in the place of a certificate or certificates theretofore issued by the Corporation, alleged to have been lost or destroyed, upon receipt by the transfer agent of (a) evidence of such loss or destruction, which may be the affidavit of the applicant; (b) a bond of indemnity with an acceptable surety indemnifying the Corporation and any transfer agent and registrar of the class of stock involved against claims that may be made against it or them on account of the lost or destroyed certificate or the issuance of a new certificate (or uncertificated shares); and (c) any other documents or instruments that the Board of Directors or any authorized officer may require from time to time to protect adequately the interest of the Corporation. The Board of Directors may, in its discretion, refuse to issue such new certificates or uncertificated shares save upon the order of some court having jurisdiction in such matters. A new certificate, or uncertificated shares, may be issued without requiring an affidavit or bond when, in the judgment of the Board of Directors or any officer of the Corporation to whom the Board of Directors has delegated authority, it is proper to do so.

Section 6.1 Fiscal Year.

The fiscal year of the Corporation shall be established by the Board of Directors.

Section 7.1 Indemnification.

- a. The Corporation shall indemnify and hold harmless to the fullest extent permitted under the Pennsylvania BCL (including, without limitation, the provisions of the former Directors' Liability Act adopted in 1986, which were incorporated into the Pennsylvania BCL in 1990) and other applicable law, and, except as provided in Section 7.1(f) hereof, as such laws may be amended from time to time ("Pennsylvania Law"), any person who was or is a party or was or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including, without limitation, an action by or in the right of the Corporation (collectively, for purposes of this Section 7.1 and Section 7.2 hereof, "Proceeding"), by reason of the fact that he is or was or has agreed to become a director or officer of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as a director or officer of another corporation, or if a director or officer of the Corporation, is or was serving or has agreed to serve at the request of the Corporation as a director, officer, manager, employee, agent or other representative of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in any such capacity, and may indemnify and hold harmless to the fullest extent permitted under Pennsylvania Law any person who was or is a party or was or is threatened to be made a party to such a Proceeding by reason of the fact that he is or was or has agreed to become an employee or agent of the Corporation, or, if any employee or agent of the Corporation, is or was serving or has agreed to serve at the request of the Corporation as a director, officer, manager, employee, agent or other representative of another corporation, partnership, joint venture, trust or other enterprise, against expenses, liability and loss (including, without limitation, attorneys' fees and disbursements, punitive and other damages, judgments, fines, penalties, excise taxes assessed with respect to an employee benefit plan, amounts paid or to be paid in settlement and costs and expenses of any nature) incurred by him in connection with such Proceeding and any appeal therefrom;

provided, that such indemnification shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court in a final, binding adjudication to have constituted willful misconduct or recklessness.

- b. The Corporation may indemnify and hold harmless to the fullest extent permitted under Pennsylvania Law any person who was or is a party or was or is threatened to be made a party to any Proceeding, by reason of any of his actions in a non official capacity while serving as a director, officer, employee or agent of the Corporation, against expenses, liability and loss including, without limitation, attorneys' fees and disbursements, punitive and other damages, judgments, fines, penalties, excise taxes assessed with respect to an employee benefit plan, amounts paid or to be paid in settlement and costs and expenses of any nature incurred by him in connection with such Proceeding and any appeal therefrom; provided, that such indemnification shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court in a final, binding adjudication to have constituted willful misconduct or recklessness.
- c. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of guilty or nolo contendere, or its equivalent, shall not, of itself, create a presumption that the persons' conduct constituted willful misconduct or recklessness.
- d. Expenses incurred by a director or officer in defending a Proceeding shall be paid by the Corporation in advance of the final disposition of the Proceeding, provided that, if Pennsylvania Law requires, the payment of such expenses shall be made only upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as mandated in this Section 7.1 or otherwise. Expenses incurred by other employees and agents may be so paid to the extent provided by the Board of Directors, upon receipt of the foregoing undertaking by or on behalf of the employee or agent.
- e. The indemnification provided by this Section 7.1 shall be in addition to and not exclusive of any other rights to which those seeking indemnification may be entitled under Pennsylvania Law, or under any Bylaw, agreement executed by the Corporation, insurance policy, fund of any nature established by the Corporation, vote of shareholders or disinterested directors or otherwise. The indemnification so provided by this Section 7.1 or otherwise, may be granted whether or not the Corporation would have the power to indemnify such person under any provision of Pennsylvania Law other than Subchapter D of Chapter 17 of the Pennsylvania BCL.
- f. The indemnification provisions of this Section 7.1 shall constitute a contract between the Corporation and each of its directors, officers, employees and agents who are or may be entitled to indemnification hereunder and who serve in any such capacity at any time while such provisions are in effect. Any repeal or modification of the indemnification provisions of this Section 7.1 shall not limit any such person's rights to indemnification (including the advancement of expenses) then existing or arising out of events, acts or omissions occurring prior to such repeal or modification, including, without limitation, the right to indemnification with respect to Proceedings commenced after such repeal or modification based in whole or in part upon any such event, act or omission.

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- g. The Corporation may create a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise may secure or insure in any manner its indemnification obligations, whether arising under or pursuant to this Section 7.1 or otherwise.
 - h. The Corporation may purchase and maintain insurance to insure its indemnification obligations on behalf of any person who is or was or has agreed to become a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, manager, employee, agent or other representative of another corporation, partnership, joint venture, trust or other enterprise, against any expense, liability or loss asserted against him and incurred by him or on his behalf in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Section 7.1 or under any provision of Pennsylvania Law other than Subchapter D of Chapter 17 of the Pennsylvania BCL.
 - i. The indemnification provided by this Section 7.1 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.
 - j. If Section 7.1 or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director or officer, and may indemnify each employee or agent of the Corporation, as to expenses, liability and loss (including, without limitation, attorneys' fees and disbursements, punitive and other damages, judgments, fines, penalties, excise taxes assessed with respect to an employee benefit plan, amounts paid or to be paid in settlement and costs and expenses of any nature) incurred by him in connection with any Proceeding, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Section 7.1 that shall not have been invalidated and to the fullest extent permitted by applicable law.

Section 7.2 Limitation on Directors' Personal Liability.

- a. To the fullest extent permitted under Section 1713 of the Pennsylvania BCL, and, except as provided in subsection 7.2(e), as such law may be amended from time to time, a director of this Corporation shall not be personally liable for monetary damages as a result of any action or failure to act unless both: (1) the director has breached or failed to perform the duties of his office under Subchapter B of Chapter 17 of the Pennsylvania BCL; and (2) the breach or failure to perform constitutes self dealing, willful misconduct or recklessness.
- b. The provisions of this Section 7.2 shall not apply to: (1) the responsibility or liability of a director pursuant to any criminal statute; or (2) the liability of a director for the payment of taxes pursuant to local, state or federal law.
- c. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of guilty or nolo contendere, or its equivalent, shall not, of itself, create a presumption that the director breached or failed to perform the duties of his office under Subchapter B of Chapter 17 of the Pennsylvania BCL and that the breach or failure to perform constituted self dealing, willful misconduct or recklessness.

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- d. Notwithstanding the date of adoption of this Section 7.2, the provisions of Section 7.2 shall apply to any action filed or breaches of performance of duty or any failure of performance of duty by any director on or after January 27, 1987.
 - e. No amendment to or repeal of this Section 7.2 or Section 1713 of the Pennsylvania BCL shall reduce the limitation on directors' personal liability for or with respect to any events, acts or omissions of such director occurring prior to such amendment or repeal, including, without limitation, the limitation on personal liability with respect to any Proceedings commenced after such repeal or modification based in whole or in part upon any such event, act or omission.

Section 8.1 Amendments to Bylaws.

The holders of all the shares outstanding and entitled to vote may, by a majority vote, make, alter, amend or repeal any provision of these Bylaws at any Annual or Special Meeting duly convened after notice to the shareholder of the meeting to be held for such purpose, provided, however, that the affirmative vote of the holders of at least 80 percent of the combined voting power of all the then outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class shall be required to alter, amend or repeal Sections 3.1, 3.4, 3.11 or this Section 8.1, or to adopt any provision inconsistent therewith.

The Board of Directors, by a majority vote of the members thereof, may make, alter, amend or repeal any provisions of these Bylaws at any Regular or Special Meeting, duly convened after notice to the Directors of such purpose. The shareholders shall have the right to change such action by a majority vote of the shareholders entitled to vote thereon at any Annual Meeting which may be duly convened for the purpose of changing such action, after notice to the shareholders entitled to notice thereof, provided, however, that the vote of the holders of at least 80 percent of the combined voting power of all of the then outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class, shall be required to change such action with respect to Sections 3.1, 3.4, 3.11 or this Section 8.1.

Section 9.1 Control Share Acquisitions.

Subchapter G "Control Share Acquisitions" of Chapter 25 of Title 15 of the Pennsylvania Consolidated Statutes, as existing on July 18, 1990 or as may thereafter be amended, shall not be applicable to the Corporation.

Section 10.1 Disgorgement by Certain Controlling Shareholders.

Subchapter H "Disgorgement by Certain Controlling Shareholders Following Attempts to Acquire Control" of Chapter 25 of Title 15 of the Pennsylvania Consolidated Statutes, as existing on July 18, 1990 or as may thereafter be amended, shall not be applicable to the Corporation.

DATED: April 3, 2018

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Section 5: EX-4.3 (EX-4.3)

Exhibit 4.3

EXECUTION VERSION

FIRST SUPPLEMENTAL INDENTURE dated as of April 3, 2018 among INTERDIGITAL WIRELESS, INC. (F/K/A INTERDIGITAL, INC.), a Pennsylvania corporation ("**Issuer**"), INTERDIGITAL, INC. (F/K/A INTERDIGITAL PARENT, INC.), a Pennsylvania corporation ("**Parent**"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized under the laws of the United States, as trustee under the Indenture referred to below (the "**Trustee**").

WITNESSETH:

WHEREAS, Issuer and the Trustee are parties to an Indenture, dated as of March 11, 2015 (the "**Indenture**" and together with this First Supplemental Indenture, the "**Supplemented Indenture**"), pursuant to which Issuer issued its 1.50% Senior Convertible Notes due 2020 (the "**Notes**");

WHEREAS, Issuer entered into an Agreement and Plan of Merger and Reorganization, dated as of April 3, 2018 (the "**Merger Agreement**") by and among Issuer, Parent and InterDigital Merger Sub, Inc., a Pennsylvania corporation and a wholly owned subsidiary of Parent ("**Merger Sub**");

WHEREAS, pursuant to the Merger Agreement and subject to the terms and conditions therein, Merger Sub merged with and into Issuer (the "**Merger**"), with Issuer surviving the Merger as a wholly owned subsidiary of Parent;

WHEREAS, pursuant to the Merger Agreement and subject to the terms and conditions therein, at the effective time of the Merger, each share of common stock, par value \$0.01 per share, of Issuer ("**Issuer Common Stock**") issued and outstanding immediately prior to the effective time of the Merger was converted into the right to receive one share of common stock, par value \$0.01 per share, of Parent ("**Parent Common Stock**") and such transaction, the "**Reclassification**";

WHEREAS, Section 10.05(b) of the Indenture provides that upon the occurrence of any consolidation, merger, or combination involving Issuer, as a result of which Issuer Common Stock would be converted into, or exchanged for, stock, other securities or other property or assets (including cash or any combination thereof) (a “**Merger Event**”), then at the effective time of such Merger Event, the right to convert each outstanding \$1,000 principal amount of Notes shall be changed, without the consent of any Holders, into a right to convert each such Note based on the kind and amount of stock, other securities or other property or assets (including cash or any combination thereof) that a holder of a number of shares of Issuer Common Stock equal to the Conversion Rate immediately prior to such Merger Event would have owned or been entitled to receive (the “**Reference Property**”);

WHEREAS, Parent desires to fully and unconditionally guarantee all of the payment obligations of Issuer under the Notes and the Indenture so as to make available the exemptions from the registration requirements of the Securities Act of 1933, as

amended (the “Act”), provided by Section 3(a)(9) of the Act and Rule 144(d)(3)(ii) of the Act, in each case, for shares of Parent Common Stock delivered upon exchange of the Notes following the Reclassification;

WHEREAS, pursuant to Section 9.01 of the Indenture, Issuer and the Trustee may enter into indentures supplemental to the Indenture to, among other things, (i) provide for conversion rights of Holders and Issuer’s repurchase obligations in connection with a Fundamental Change in the event of any reclassification of Issuer Common Stock, merger or consolidation, or sale, conveyance, transfer, lease or other disposition of all or substantially all of the property and assets of Issuer and its Subsidiaries taken as a whole, and (ii) add guarantees of obligations under the Notes in accordance with Section 4.11 of the Indenture or otherwise;

WHEREAS, in connection with the execution and delivery of this Supplemental Indenture, the Trustee has received an Officers’ Certificate and an Opinion of Counsel as contemplated by Section 9.06 of the Indenture; and

WHEREAS, Issuer and Parent have requested that the Trustee execute and deliver this Supplemental Indenture and have satisfied all requirements necessary to make this Supplemental Indenture a valid instrument in accordance with its terms.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Issuer, Parent and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. Definitions in this Supplemental Indenture. A term defined in the Indenture has the same meaning when used in this Supplemental Indenture unless such term is otherwise defined herein or amended or supplemented pursuant to this Supplemental Indenture. The words “herein,” “hereof,” “hereunder,” and words of similar import refer to this Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision.

ARTICLE 2
EFFECT OF RECLASSIFICATION ON CONVERSION RIGHT

Section 2.01. Conversion Right. In accordance with Section 10.05(b) of the Indenture, at the effective time of the Merger, the Holder of each Note that was outstanding as of the effective time of the Merger shall have the right to convert, subject to the terms of the Indenture, including Section 10.01, each \$1,000 principal amount of such Note for the number of shares of Parent Common Stock that a Holder of a number of shares of Issuer Common Stock equal to the Conversion Rate immediately prior to the effective time of the Merger would have been entitled to receive upon the Reclassification. For purposes of this Supplemental Indenture, “Reference Property” and

“unit of Reference Property,” as defined in the Indenture, means Parent Common Stock and one (1) share of Parent Common Stock, respectively, and the Conversion Rate immediately following the Reclassification will be 13.9392 shares of Parent Common Stock.

ARTICLE 3
PARENT GUARANTEE

Section 3.01. Guarantee. Subject to the provisions of this Article 3, Parent hereby irrevocably and unconditionally guarantees, jointly and severally, on a senior unsecured basis, to the Holders and to the Trustee the full and punctual payment (whether at stated maturity, by declaration of acceleration, upon required repurchase or otherwise) of the principal of, premium, if any, and interest on, and all other amounts payable under, each Note, and the full and punctual payment of all other amounts payable by Issuer under the Indenture (the “**Guarantee**”). Upon failure by Issuer to pay punctually any such amount, Parent shall forthwith on demand pay the amount not so paid at the place and in the manner specified in the Indenture.

Section 3.02. Guarantee Unconditional. The obligations of Parent hereunder are unconditional and absolute and, without limiting the generality of the foregoing, will not be released, discharged or otherwise affected by:

- (a) any extension, renewal, settlement, compromise, waiver or release in respect of any obligation of Issuer under the Supplemented Indenture or any Note, by operation of law or otherwise;
- (b) any modification or amendment of or supplement to the Supplemented Indenture or any Note;
- (c) any change in the corporate existence, structure or ownership of Issuer, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Issuer or its assets or any resulting release or discharge of any obligation of Issuer contained in the Supplemented Indenture or any Note;
- (d) the existence of any claim, set-off or other rights which Issuer may have at any time against Parent, the Trustee or any other Person, whether in connection with the Supplemented Indenture or any unrelated transactions, *provided* that nothing herein prevents the assertion of any such claim by separate suit or compulsory counterclaim;
- (e) any invalidity or unenforceability relating to or against Issuer for any reason of the Supplemented Indenture or any Note, or any provision of applicable law or regulation purporting to prohibit the payment by Issuer of the principal of or interest on any Note or any other amount payable by Issuer under the Supplemented Indenture; or
- (f) any other act or omission to act or delay of any kind by Issuer, the Trustee or any other Person or any other circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of or defense to Parent’s obligations hereunder.

Section 3.03. Discharge; Reinstatement. Parent's obligations hereunder will remain in full force and effect until the principal of, premium, if any, and interest on the Notes and all other amounts payable by Issuer under the Supplemented Indenture have been paid in full. If at any time any payment of the principal of, premium, if any, or interest on any Note or any other amount payable by Issuer under the Supplemented Indenture is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of Issuer or otherwise, Parent's obligations hereunder with respect to such payment will be reinstated as though such payment had been due but not made at such time.

Section 3.04. Waiver by the Guarantor. Parent irrevocably waives acceptance hereof, presentment, demand, protest and any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against Issuer or any other Person.

Section 3.05. Subrogation and Contribution. Upon making any payment with respect to any obligation of Issuer under this Article, Parent will be subrogated to the rights of the payee against Issuer with respect to such obligation, *provided* that Parent may not enforce either any right of subrogation, or any right to receive payment in the nature of contribution, or otherwise, from any other guarantor, with respect to such payment so long as any amount payable by Issuer hereunder or under the Notes remains unpaid.

Section 3.06. Stay of Acceleration. If acceleration of the time for payment of any amount payable by Issuer under the Supplemented Indenture or the Notes is stayed upon the insolvency, bankruptcy or reorganization of Issuer, all such amounts otherwise subject to acceleration under the terms of the Indenture are nonetheless payable by Parent hereunder forthwith on demand by the Trustee or the Holders.

Section 3.07. Execution and Delivery of Guarantee. The execution by Parent of this Supplemental Indenture evidences the Guarantee of Parent, whether or not the person signing as an officer of Parent still holds that office at the time of authentication of any Note. The delivery of any Note by the Trustee after authentication constitutes due delivery of the Guarantee set forth in the Supplemented Indenture on behalf of Parent.

Section 3.08. Release of Guarantee. The Guarantee of Parent will terminate upon defeasance or discharge of the Notes, as provided in Article 8 of the Indenture. Upon delivery by Issuer to the Trustee of an Officer's Certificate and an Opinion of Counsel to the foregoing effect, the Trustee will execute any documents reasonably required in order to evidence the release of Parent from its obligations under its Guarantee.

ARTICLE 4
MISCELLANEOUS

Section 4.01. Ratification of Indenture. The Indenture, as supplemented by this Supplemental Indenture, is in all respects ratified and confirmed, and this Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided.

Section 4.02. Governing Law. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE, THE NOTES AND THE GUARANTEE WITHOUT GIVING EFFECT TO APPLICATION PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY. Each of the parties hereto agrees that any legal action, suit or proceeding against it with respect to its obligations, liabilities or any other matter arising out of or in connection with the Supplemented Indenture, the Notes or the Guarantee may be brought in the courts of the State of New York sitting in the Borough of Manhattan in the City of New York or any federal court sitting in the Southern District in the Borough of Manhattan in the City of New York and hereby irrevocably consents and submits to the non-exclusive jurisdiction of each such court *in personam*, generally and unconditionally with respect to any action, suit or proceeding for itself and in respect of its properties, assets and revenues. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE INDENTURE, THE NOTES, THE GUARANTEES OR THE TRANSACTION CONTEMPLATED HEREBY AND THEREBY.

Section 4.03. Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 4.04. Trustee Not Responsible. The Trustee shall not be responsible for the validity or sufficiency of this Supplemental Indenture nor for the recitals herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Supplemental Indenture to be duly executed as of the date first written above.

**INTERDIGITAL WIRELESS, INC.
(F/K/A INTERDIGITAL, INC.),
as Issuer**

By: /s/ Richard J. Brezski
Name: Richard J. Brezski
Title: President

**INTERDIGITAL, INC. (F/K/A
INTERDIGITAL PARENT, INC.),
as Parent**

By: /s/ Richard J. Brezski
Name: Richard J. Brezski
Title: Chief Financial Officer

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
not in its individual capacity but solely as Trustee**

By: /s/ Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

[Signature Page to First Supplemental Indenture]

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