

EXHIBIT B: TERMS OF CLASS A WARRANTS

<i>Warrant Shares:</i>	7,776,498 shares of Parent Class A Common Stock
<i>Exercise Price:</i>	\$4.34 per share
<i>Adjustments:</i>	<p>Number of warrant shares, and exercise price, subject to adjustment for stock splits, stock dividends, reverse stock splits and the like, and for cash dividends and distributions in respect of Parent Common Stock and other Parent equity securities. In addition, the exercise price of the Class A Warrants will be reduced on a standard weighted average basis if, at any time or from time to time after the Investment Closing, Parent issues or sells any shares of Parent Common Stock or securities or rights convertible or exercisable (as the case may be) into shares of Parent Common Stock for less than the fair market value per share as of the date of such issuance or sale. Parent will give notice to the holders of Class A Warrants prior to the record date of any adjustment event described in the first sentence of this paragraph and prior to the effective date of any issuance or sale described in the second sentence of this paragraph.</p>
<i>Term:</i>	Ten Years
<i>Cashless Exercise:</i>	<p>In lieu of exercising Class A Warrants for cash, each holder will have the right to exercise all or any portion of the Class A Warrants pursuant to a cashless exercise effected on a net issuance basis.</p>
<i>Listing:</i>	<p>Parent will secure the listing of shares of Parent Class A Common Stock issuable from time to time upon the exercise of the Class A Warrants upon the Nasdaq Stock Market (or such other national securities exchange as shares of Parent Class A Common Stock are then listed), subject to official notice of issuance, and will maintain such listing so long as any other shares of Parent Class A Common Stock are so listed.</p>
<i>Fundamental Changes</i>	<p>If any Fundamental Change occurs, the holder of each Class A Warrant outstanding immediately prior to the occurrence of such Fundamental Change will have the right upon any subsequent</p>

exercise (and payment of the applicable exercise price) to receive the consideration that such holder would have received if such Class A Warrant had been exercised immediately prior thereto. Parent will not effect any of the foregoing transactions (where there is a change in or distribution with respect to Parent Common Stock) unless, prior to the consummation thereof, the successor Person (if other than Parent) assumes the foregoing obligations.

Defined Terms

Terms used herein and not otherwise defined herein have their respective meanings ascribed to them in the Investment Agreement.