

**SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ARISAPH PHARMACEUTICALS, INC.**

ARISAPH PHARMACEUTICALS, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

1. The present name of the Corporation is: Arisaph Pharmaceuticals, Inc.
2. The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on February 10, 1999, under the original name of Triad Pharmaceuticals, Inc.
3. A Certificate of Amendment of the Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on August 31, 1999.
4. A Certificate of Amendment of the Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on September 8, 1999.
5. A Certificate of Amendment of the Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on July 22, 2002.
6. A Certificate of Amendment of the Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on February 10, 2003.
7. An Amended and Restated Certificate of Incorporation was filed with the Secretary of the State of Delaware on February 1, 2005.
8. A Certificate of Amendment of the Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on December 7, 2005.
9. A Certificate of Amendment of the Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on March 8, 2006.
10. This Second Amended and Restated Certificate of Incorporation restates and integrates and further amends the Certificate of Incorporation of the Corporation.
11. This Second Amended and Restated Certificate of Incorporation of the Corporation has been duly adopted in accordance with the provisions of Sections 245 and 242 of the General Corporation Law of the State of Delaware and was approved by written consent of the stockholders of the Corporation in accordance with the provisions of Section 228 of the

Delaware General Corporation Law. The text of the Certificate of Incorporation is hereby amended and restated in its entirety as follows:

FIRST: The name of the corporation (the "Corporation") is Arisaph Pharmaceuticals, Inc.

SECOND: The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, Wilmington, Delaware, County of New Castle, and the name of its registered agent at such address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of all classes of stock which the Corporation has authority to issue is 17,466,968 shares consisting of 10,000,000 shares of Common Stock, \$.001 par value per share (the "Common Stock"), and 7,466,968 shares of Preferred Stock, \$.10 par value per share (the "Preferred Stock"). The Preferred Stock shall be divided into seven series consisting of (i) 300,000 shares of Series A Convertible Preferred Stock, \$.10 par value per share (the "Series A Preferred Stock"), (ii) 300,000 shares of Series B Convertible Preferred Stock, \$.10 par value per share (the "Series B Preferred Stock"), (iii) 133,333 shares of Series C Convertible Preferred Stock, \$.10 par value per share (the "Series C Preferred Stock"), (iv) 133,333 shares of Series D Convertible Preferred Stock, \$.10 par value per share (the "Series D Preferred Stock"), (v) 160,000 shares of Series E Convertible Preferred Stock, \$.10 par value per share (the "Series E Preferred Stock"), (vi) 2,526,408 shares of Series F Convertible Preferred Stock, \$.10 par value per share (the "Series F Preferred Stock") and (vii) 3,913,894 shares of Series G Convertible Participating Preferred Stock, \$.10 par value per share (the "Series G Preferred Stock"). The Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, the Series D Preferred Stock, the Series E Preferred Stock and the Series F Preferred Stock are sometimes together referred to herein as the "Junior Preferred Stock."

A description of the respective classes of stock and a statement of the designations, preferences, voting powers, relative, participating, optional or other special rights and privileges and the qualifications, limitations and restrictions of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, Series G Preferred Stock and Common Stock are as follows:

A. COMMON STOCK

1. Relative Rights of Preferred Stock and Common Stock. All preferences, voting powers, relative, participating, optional or other special rights and privileges, and qualifications, limitations or restrictions of the Common Stock are expressly made subject and subordinate to those that may be fixed with respect to any shares of Preferred Stock.

2. Voting Rights. Except as otherwise required by law or this Certificate of Incorporation, each holder of Common Stock shall have one vote in respect of each share of stock held by him of record on the books of the Corporation for the election of directors and on all matters submitted to a vote of stockholders of the Corporation. As used herein, "Certificate"

of Incorporation" shall mean this Second Amended and Restated Certificate of Incorporation as the same may be further amended and restated from time to time.

3. Increase/Decrease of Common Stock. Notwithstanding the provisions of Section 242(b)(2) of the Delaware General Corporation Law, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding plus the number of shares of Common Stock then issuable upon conversion of the then outstanding shares of Preferred Stock) by the affirmative vote of the holders of a majority of the outstanding shares of capital stock of the Corporation, voting as a single class, with each such share being entitled to such number of votes per share as is provided in this Article FOURTH.

4. Dividends. Subject to the preferential rights of the Preferred Stock, if any, the holders of shares of Common Stock shall be entitled to receive, when and if declared by the Board of Directors, out of the assets of the Corporation which are by law available therefor, dividends payable either in cash, in property or in shares of capital stock.

5. Dissolution, Liquidation or Winding Up. In the event of any dissolution, liquidation or winding up of the affairs of the Corporation, after distribution in full of the preferential amounts, if any, to be distributed to the holders of shares of the Preferred Stock, holders of Common Stock shall be entitled, unless otherwise provided by law or this Certificate of Incorporation, to receive all of the remaining assets of the Corporation of whatever kind available for distribution to stockholders ratably in proportion to the number of shares of Common Stock held by them respectively.

B. PREFERRED STOCK

1. Dividends.

(a) Series G Preferred Stock. Each share of Series G Preferred Stock shall accrue cumulative dividends from the date of issuance thereof at the rate of ten percent (10%) of the Series G Purchase Price (as defined in Section B3.(a)(i)) per share per annum (subject to appropriate adjustment in the event of any stock dividend, stock split, stock distribution or combination, subdivision, reclassification or other corporate actions having similar effect (each a "Recapitalization Event") with respect to the Series G Preferred Stock) in preference to any distribution or dividend on any security ranking junior to the Series G Preferred Stock, including, without limitation, the Junior Preferred Stock and Common Stock. Dividends shall accrue daily and be compounded annually on the first day of each calendar year commencing on the first day immediately following the date of issuance thereof and shall be payable only upon (i) (A) a liquidation, dissolution or winding up of the Corporation (including, any consolidation, merger or sale which is treated as a liquidation pursuant to Section B.2(c)) or (B) a Qualified Public Offering (as defined in Section B.3(b) hereof) (each of clauses (A) and (B) a "Dividend Payment Event"), (ii) any conversion of the Series G Preferred Stock, (iii) any redemption of the Series G Preferred Stock or (iv) the decision of the Board of Directors of the Corporation. Upon the occurrence of any of the events in clauses (i) through (iv) (in the case of clauses (i) through (iii), whether or not declared), each of the holders of the Series G Preferred Stock shall be entitled to receive, an amount equal to any accrued but unpaid dividends on the holder's shares of Series G

Preferred Stock, which shall be paid in cash except that (i) upon a Qualified Public Offering, (ii) upon the election of the holders of at least seventy-five percent (75%) of the then outstanding shares of Series G Preferred Stock (the "Required Holders"), in connection with any conversion of the Series G Preferred Stock or (iii) upon the decision of the Board of Directors of the Corporation in connection with any declaration of dividends, dividends shall be paid in shares of Common Stock. In the event that such amount is delivered in shares of Common Stock, the holders of the Series G Preferred Stock shall be entitled to receive the number of shares of Common Stock equal to the amount of such accrued but unpaid dividends divided by (i) in the case of a Qualified Public Offering, the initial public offering price, or (ii) in all other cases, the fair market value of one share of Common Stock, as determined in good faith by the Board of Directors.

(b) Preferred Stock. Except as otherwise provided in this Section B.1(b), the holders of shares of Junior Preferred Stock shall not be entitled to receive dividends. When and as dividends are declared payable in cash, property or shares of the Corporation's capital stock on shares of Common Stock, the Corporation shall (except as otherwise provided in Section B.3(d)) declare at the same time and pay to each holder of Preferred Stock a dividend equal to the dividend which would have been payable to such holder if the shares of Preferred Stock held by such holder had been converted into Common Stock on the record date for the determination of holders of Common Stock entitled to receive such dividend.

2. Liquidation.

(a) Preference. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, distributions to the stockholders of the Corporation shall be made in the following manner:

(i) The holders of each share of Series G Preferred Stock shall be entitled to receive an amount equal to the Series G Purchase Price (as adjusted for any Recapitalization Event), for each share of Series G Preferred Stock then held by such holder, plus an amount in cash equal to the accrued and unpaid dividends with respect thereto (the "Series G Liquidation Preference"). Payment of the above stated amount upon liquidation shall be made in full to the holders of Series G Preferred Stock prior to and in preference to any such payment to the holders of the Junior Preferred Stock or Common Stock by reason of their ownership thereof. If the assets of the Corporation shall be insufficient to permit the payment in full to the holders of the Series G Preferred Stock of all amounts distributable to them under this Section B.2(a)(i), then the entire assets of the Corporation available for such distribution shall be distributed ratably among the holders of the Series G Preferred Stock on a pari passu basis in proportion to the full preferential amount each such holder is otherwise entitled to receive.

(ii) After full payment has been made to the holders of Series G Preferred Stock pursuant to Section B.2(a)(i) above, the holders of (i) Series A Preferred Stock shall be entitled to receive an amount equal to \$6.67 per share, plus all dividends declared but unpaid thereon, (ii) Series B Preferred Stock shall be entitled to receive an amount equal to \$3.33 per share, plus all dividends declared but unpaid thereon, (iii) Series C Preferred Stock shall be entitled to receive an amount equal to \$7.50 per share, plus all dividends declared but unpaid thereon, (iv) Series D Preferred Stock shall be entitled to receive an amount equal to \$7.50 per

share, plus all dividends declared but unpaid thereon (v) Series E Preferred Stock shall be entitled to receive an amount equal to \$6.25 per share, plus all dividends declared but unpaid, and (vi) Series F Preferred Stock shall be entitled to receive an amount equal to \$6.3331 per share, plus all dividends declared but unpaid. Each such liquidation amount shall (1) be paid, after full payment has been made to the holders of Series G Preferred Stock pursuant to Section B.2(a)(i) above, first out of the assets of the Corporation available for distribution to holders of the capital stock of all classes and (2) be subject to equitable adjustment in the event of any Recapitalization Event with respect to such series of Preferred Stock. Payment of the above stated amounts upon liquidation shall be made in full to the holders of Junior Preferred Stock prior to and in preference to any such payment to holders of Common Stock by reason of their ownership thereof. If the assets of the Corporation shall be insufficient to permit the payment in full to the holders of the Junior Preferred Stock of all amounts distributable to them under this Section B.2(a)(ii), then the entire assets of the Corporation available for such distribution, after full payment has been made to the holders of Series G Preferred Stock pursuant to Section B.2(a)(i) above, shall be distributed ratably among the holders of the Junior Preferred Stock on a pari passu basis in proportion to the full preferential amount each such holder is otherwise entitled to receive.

(iii) After full payment has been made (1) to the holders of Series G Preferred Stock pursuant to Section B.2(a)(i) above and (2) to the holders of the Junior Preferred Stock pursuant to Section B.2(a)(ii) above, or, in each case, funds necessary for such payments shall have been set aside by the Corporation in trust for the account of holders of the Series G Preferred Stock or holders of the Junior Preferred Stock, as applicable, so as to be available for such payments, the remaining assets available for distribution shall be distributed among the holders of Common Stock and the Series G Preferred Stock ratably in proportion to the number of shares of Common Stock then held by them and the shares of Common Stock to which they have the right to acquire upon conversion of the shares of Series G Preferred stock then held by them.

(iv) Upon and following conversion of shares of Preferred Stock into shares of Common Stock pursuant to Section B.3 below, the holder of such Common Stock shall not be entitled to any preferential payment or distribution in case of any liquidation, dissolution or winding up of the Corporation, but shall share ratably in any distribution of the assets of the Corporation to all the holders of Common Stock.

(b) Distributions Other than Cash. Whenever the distribution provided for in this Section B.2 shall be payable in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors of the Corporation.

(c) Merger as Liquidation, etc. The merger or consolidation of the Corporation into or with another corporation (except one in which the holders of capital stock of the Corporation immediately prior to such merger or consolidation continue to hold more than 50% in voting power of the capital stock of the surviving corporation, in which case the provisions of Section B.3(f) shall apply) or the sale of all or substantially all of the assets of the Corporation (other than to a wholly-owned subsidiary of this Corporation), shall be deemed to be a liquidation, dissolution or winding up of the Corporation for purposes of this Section B.2,

unless the Required Holders so elect that such event not be deemed a liquidation, dissolution or winding up of the Corporation for purposes of Section B.2, such election in any case to be made by giving written notice thereof to the Corporation at least three days before the effective date of such event. If such notice is given, the provisions of Section B.3(f) shall apply. The amount deemed distributed to the holders of Preferred Stock upon any such merger or consolidation shall be the cash or the value of the property, rights or securities distributed to such holders by the acquiring person, firm or other entity. The value of such property, rights or other securities shall be determined in good faith by the Board of Directors of the Corporation.

(d) Notice and Opportunity to Exercise Conversion Rights. Notwithstanding anything to the contrary that may be inferred from the provisions of this Section B.2, each holder of shares of Preferred Stock shall be entitled to receive notice from the Corporation pursuant to Section B.5(c) hereof of any proposed liquidation, dissolution or winding up of the Corporation at least 10 days prior to the date on which any such liquidation, dissolution or winding up of the Corporation is scheduled to occur and, at any time prior to any such liquidation, dissolution or winding up of the Corporation, to convert any or all of such holder's shares of Preferred Stock into shares of Common Stock pursuant to Section B.3 hereof.

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

(a) Right to Convert; Conversion Price. Each share of Preferred Stock shall be convertible, without the payment of any additional consideration by the holder thereof and at the option of the holder thereof, at any time or from time to time after the date of issuance of such share, at the office of the Corporation or any transfer agent for the Preferred Stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Purchase Price (as hereinafter defined) by the Conversion Price (as hereinafter defined) in effect for the relevant series of Preferred Stock at the time of conversion.

(i) The "Purchase Price" shall mean (i) with respect to the Series A Preferred Stock, \$6.67 per share, (ii) with respect to the Series B Preferred Stock, \$3.33 per share, (iii) with respect to the Series C Preferred Stock, \$7.50 per share, (iv) with respect to the Series D Preferred Stock, \$7.50 per share, (v) with respect to the Series E Preferred Stock, \$6.25 per share, (vi) with respect to the Series F Preferred Stock, \$6.3331 per share, and (vii) with respect to the Series G Preferred Stock, \$5.11 per share (the "Series G Purchase Price").

(ii) The "Conversion Price" shall initially mean (i) with respect to the Series A Preferred Stock, \$6.25 per share, (ii) with respect to the Series B Preferred Stock, \$3.33 per share, (iii) with respect to the Series C Preferred Stock, \$6.25 per share, (iv) with respect to the Series D Preferred Stock, \$6.25 per share, (v) with respect to the Series E Preferred Stock, \$6.25 per share, (vi) with respect to the Series F Preferred Stock, \$6.3331 per share, and (vii) with respect to the Series G Preferred Stock, \$5.11 per share. The Conversion Price shall be subject to adjustment as herein provided.

(iii) Any holder of Preferred Stock may exercise the conversion right pursuant to this Section 3(a) by delivering to the Corporation the certificate or certificates for the shares to be converted (or, if such registered holder alleges that such certificate has been lost,

stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), duly endorsed for transfer or with duly executed stock transfer powers sufficient to permit transfer attached, accompanied by written notice stating that the holder elects to convert such shares and stating the name or names (with address) in which the certificate or certificates for the shares of Common Stock are to be issued. Conversion shall be deemed to have been effected on the date when such delivery is made (the "Conversion Date"). As promptly as practicable thereafter, the Corporation shall issue and deliver to or upon the written order of such holder, to the place designated by such holder, a certificate or certificates for the number of full shares of Common Stock to which such holder is entitled, and a cash amount in respect of any fractional interest in a share of Common Stock as provided in Section 3(b) below. The person in whose name the certificate or certificates for Common Stock are to be issued shall be deemed to have become a stockholder of record on the applicable Conversion Date unless the transfer books of the Corporation are closed on that date, in which event such person shall be deemed to have become a stockholder of record on the next succeeding date on which the transfer books are open, but the Conversion Price for such Preferred Stock shall be that in effect immediately prior to the close of business on the Conversion Date. Upon conversion of only a portion of the number of shares covered by a certificate representing shares of the Preferred Stock surrendered for conversion, the Corporation shall issue and deliver to or upon the written order of the holder of the certificate so surrendered for conversion, at the expense of the Corporation, a new certificate covering the number of shares of such series of Preferred Stock representing the unconverted portion of the certificate so surrendered.

(b) Automatic Conversion. Each share of Preferred Stock shall automatically be converted into shares of Common Stock at the then effective applicable Conversion Price, upon (i) the written election of the Required Holders (an "Automatic Conversion Election") or (ii) the closing of an underwritten public offering of Common Stock pursuant to an effective registration statement under the Securities Act of 1933, as amended, with aggregate net proceeds to the Corporation from such offering (before underwriters discounts and commissions) of not less than \$25,000,000 (a "Qualified Public Offering"). In the event of a Qualified Public Offering, the person(s) entitled to receive the Common Stock issuable upon such conversion of the Preferred Stock shall not be deemed to have converted their Preferred Stock until the closing of the Qualified Public Offering.

Upon the effective date of an Automatic Conversion Election or the closing of the Qualified Public Offering, all shares of Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent, and thereafter the holders of such shares shall be deemed to be the holders of that number of shares of Common Stock into which such Preferred Stock shall have been so converted and such certificates shall thereafter be deemed to represent such number of shares of Common Stock; provided, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless certificates evidencing such shares of the Preferred Stock are either delivered to the Corporation or its transfer agent, or the holder of such shares notifies

the Corporation or its transfer agent that such certificates have been lost, stolen, or destroyed and executes an agreement reasonably satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection therewith. Upon the automatic conversion of the Preferred Stock, the holders of such Preferred Stock may surrender the certificates representing such shares at the office of the Corporation or of its transfer agent. Thereupon, there shall be issued and delivered to such holder, promptly at such office and in such holder's name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of the Preferred Stock surrendered were convertible on the date on which such automatic conversion occurred. No fractional shares of Common Stock shall be issued upon conversion of the Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board of Directors of the Corporation. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

(c) Adjustments to Conversion Price for Each Series of Preferred Stock for Diluting Issues.

(i) Special Definitions. For purposes of this Section B.3(c), the following definitions shall apply:

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

(2) "Original Issue Date" shall mean, with respect to any adjustment of the Conversion Price of any series of Preferred Stock, the first date on which a share of Series G Preferred Stock was first issued.

(3) "Convertible Securities" shall mean any evidences of indebtedness, shares of capital stock of the Corporation (other than shares of Common Stock and shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock and Series G Preferred Stock) or other securities directly or indirectly convertible into or exchangeable for Common Stock.

(4) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to Section B.3(c)(iii), deemed to be issued) by the Corporation after the Original Issue Date, other than:

(A) up to 1,000,000 shares (appropriately adjusted to take account of any stock split, stock dividend, combination of shares or other similar event) of Common Stock issued to employees, officers or other persons performing services for the Corporation pursuant to any stock offering, plan or arrangement approved by the Board of Directors, which number may be adjusted upward by the affirmative vote of a majority of the Board of Directors; provided that such number shall not exceed 20% of the total number of shares of Common Stock outstanding immediately prior to such approval, including shares of

Common Stock issuable upon conversion of shares of Preferred Stock, Convertible Securities and Options outstanding immediately prior to such approval;

(B) shares of Series G Preferred Stock issued on or after the Original Issue Date;

(C) shares of Common Stock issued or issuable upon the conversion or exchange of Convertible Securities or Preferred Stock, provided that such issuance is pursuant to the terms of such securities;

(D) shares of Common Stock issued pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or stock, or other transaction whereby the Corporation acquires not less than 51% of the voting power of such corporation; and

(E) shares of Common Stock, Options or Convertible Securities in respect thereof issued in connection with any line of credit from a bank or any lease financing established not less than 30 days following delivery to the holders of Preferred Stock of a notice of intention to establish such line of credit or lease financing setting forth the material terms of such line of credit or lease financing (but only if one or more of such holders of Preferred Stock does not agree within such 30-day period to provide such line of credit or lease financing to the Corporation on substantially the same terms, including any terms related to such Common Stock, Options or Convertible Securities).

(ii) No Adjustment of Conversion Price. No adjustment in the number of shares of Common Stock into which any series of Preferred Stock is convertible shall be made, by adjustment in the applicable Conversion Price, in respect of the issuance of Additional Shares of Common Stock or otherwise, unless the consideration per share for an Additional Share of Common Stock issued or deemed to be issued by the Corporation is less than the applicable Conversion Price in effect on the date of, and immediately prior to, the issuance or deemed issuance of such Additional Share of Common Stock.

(iii) Issue or Sale of Securities Deemed Issue of Additional Shares of Common Stock.

(1) Options and Convertible Securities. In the event the Corporation at any time or from time to time after the applicable Original Issue Date shall issue or sell any Options or Convertible Securities (other than those excluded from the definition of Additional Shares of Common Stock in Section B.3(c)(i)(4) pursuant to clause (A) or (B) thereof) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or sale or, in case such a record date shall have been fixed, as of the close of business on such record date; provided, that Additional Shares

of Common Stock shall not be deemed to have been issued unless the consideration per share (determined pursuant to Section B.3(c)(v) hereof) received for such Additional Shares of Common Stock would be less than the applicable Conversion Price in effect on the date of and immediately prior to such issue or sale or such record date, as the case may be, and provided further that in any such case in which Additional Shares of Common Stock are deemed to be issued:

(A) no further adjustment in the applicable Conversion Price shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities;

(B) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any change in the consideration payable to the Corporation, or change in the number of shares of Common Stock issuable, upon the exercise, conversion or exchange thereof, the applicable Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such change becoming effective, be recomputed to reflect such change insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities;

(C) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the applicable Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon such expiration, be recomputed as if:

(I) In the case of Convertible Securities or Options for Common Stock, the only Additional Shares of Common Stock issued were the shares of Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities, and the consideration received therefor was the consideration actually received by the Corporation for the issue of all such Options, whether or not exercised, plus the consideration actually received by the Corporation upon such exercise, or for the issue of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange; and

(II) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common Stock deemed to have been then issued was the consideration actually received by the Corporation for the issue of all such Options, whether or not exercised, plus the consideration deemed to have been received by the Corporation (determined pursuant to Section B.3(c)(v)) upon the issue of the Convertible Securities with respect to which such Options were actually exercised;

(D) in the case of any Options which expire by their terms not more than 30 days after the date of issue thereof, no adjustment of the applicable Conversion Price shall be made until the expiration or exercise of all such Options, whereupon such adjustment shall be made in the same manner provided in clause (C) above; and

(E) if such record date shall have been fixed and such Options or Convertible Securities are not issued on the date fixed therefor, the adjustment previously made in the applicable Conversion Price, as the case may be, which became effective on such record date shall be cancelled as of the close of business on such record date, and thereafter the applicable Conversion Price shall be adjusted pursuant to this Section B.3(c)(iii) as of the actual date of their issuance.

(2) Stock Dividends, Stock Distributions and Subdivisions. In the event the Corporation at any time or from time to time after the Original Issue Date shall declare or pay any dividend or make any other distribution on the Common Stock payable in Common Stock or effect a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise) then and in any such event, Additional Shares of Common Stock shall be deemed to have been issued:

(A) in the case of any such dividend or distribution, immediately after the close of business on the record date for the determination of holders of any class of securities entitled to receive such dividend or distribution, or

(B) in the case of any such subdivision, at the close of business on the date immediately prior to the date upon which such corporate action becomes effective.

If such record date shall have been fixed and no part of such dividend shall have been paid on the date fixed therefor, the adjustment previously made in the applicable Conversion Price, as the case may be, which became effective on such record date shall be cancelled as of the close of business on such record date, and thereafter the applicable Conversion Price, as the case may be, shall be adjusted pursuant to this Section B.3(c)(iii) as of the time of actual payment of such dividend.

(iv) Adjustment of Conversion Price Upon Issuance, Sale or Deemed Issuance of Additional Shares of Common Stock. In the event that at any time or from time to time after the Original Issue Date, the Corporation shall issue or sell Additional Shares of Common Stock (including, without limitation, Additional Shares of Common Stock deemed to be issued pursuant to Section B.3(c)(iii)(1) but not including Additional Shares of Common Stock deemed to be issued pursuant to Section B.3(c)(iii)(2) as a result of a dividend or other distribution on the Common Stock payable in Common Stock or a subdivision of outstanding shares of Common Stock), without consideration or for a consideration per share less than the Conversion Price of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred, Stock Series E Preferred Stock, Series F Preferred Stock or Series G Preferred Stock in effect on the date of and immediately prior to such issue or sale, then and in such event, the Conversion Price of such Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred

Stock or Series G Preferred Stock, as the case may be, shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) equal to the consideration per share for which such Additional Shares of Common Stock are issued or deemed to have been issued. Anything contained in this Subsection B.3(c)(iv) to the contrary notwithstanding, the applicable Conversion Price of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock or Series G Preferred Stock, as the case may be, shall not be so reduced at any time (x) below \$0.10 per share, or (y) if the amount of such reduction would be an amount less than \$0.10 per share, then any such amount shall be carried forward and reduction with respect thereto made at the time of and together with any subsequent reduction which, together with such amount and any other amount or amounts so carried forward, shall aggregate \$0.10 or more.

(v) Determination of Consideration. For purposes of this Section B.3(c), the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(1) Cash and Property: Such consideration shall:

(A) insofar as it consists of cash, be computed at the aggregate amounts of cash received by the Corporation excluding amounts paid or payable for accrued interest or accrued dividends;

(B) insofar as it consists of property other than cash, be computed at the fair value thereof at the time of such issue or sale, as determined in good faith by the Board of Directors; and

(C) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (A) and (B) above, as determined in good faith by the Board of Directors.

(D) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section B.3(c)(iii)(1) relating to Options and Convertible Securities shall be determined by dividing (x) the total amount, if any, received or receivable as consideration for the issue of such Options or Convertible Securities plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities by (y) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(vi) Adjustment for Dividends, Distributions, Subdivisions, Combinations or Consolidations of Common Stock.

(1) Stock Dividends, Distributions or Subdivisions. In the event Additional Shares of Common Stock shall be deemed to have been issued in a dividend or other distribution on the Common Stock payable in Common Stock or a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise) described in Section B.3(c)(iii)(2), the applicable Conversion Price in effect immediately prior to the record date or effectiveness, as the case may be, of such dividend, distribution or subdivision shall, concurrently with such record date or effectiveness, be proportionately decreased.

(2) Combinations or Consolidations. In the event the outstanding shares of Common Stock shall be combined or consolidated (by reclassification or otherwise) into a lesser number of shares of Common Stock, the applicable Conversion Price in effect immediately prior to such combination or consolidation shall, concurrently with the effectiveness of such combination or consolidation, be proportionately increased.

(d) Adjustments for Certain Dividends and Distributions. In the event that at any time or from time to time after the Original Issue Date the Corporation shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation other than shares of Common Stock, then and in each such event provision shall be made so that the holders of Preferred Stock shall receive upon conversion thereof in addition to the number of shares of Common Stock receivable thereupon, the amount of securities of the Corporation that they would have received had their Preferred Stock been converted into Common Stock on the date of such event and had they thereafter, during the period from the date of such event to and including the conversion date, retained such securities receivable by them as aforesaid during such period, giving application during such period to all adjustments called for herein.

(e) Adjustment for Reclassification, Exchange, or Substitution. In the event that at any time or from time to time after the Original Issue Date, the Common Stock issuable upon the conversion of the Preferred Stock shall be changed into the same or a different number of shares of any class or classes of stock, whether by capital reorganization, reclassification, or otherwise (other than a subdivision or combination of shares or stock dividend provided for above, or a merger, consolidation, or sale of assets provided for below), then and in each such event the holder of each such share of Preferred Stock shall have the right thereafter to convert such share into the kind and amount of shares of stock and other securities and property receivable upon such reorganization, reclassification, or other change, by a holder of the number of shares of Common Stock into which such share of Preferred Stock might have been converted immediately prior to such reorganization, reclassification or change, all subject to further adjustment as provided herein.

(f) Adjustment for Merger, Consolidation or Sale of Assets. In the event that at any time or from time to time after the Original Issue Date, the Corporation shall merge or consolidate with or into another entity or sell all or substantially all of its assets (other than a consolidation, merger or sale which is treated as a liquidation pursuant to Section B.2(c)), each share of Preferred Stock shall thereafter be convertible into the kind and amount of shares of

stock or other securities or property to which a holder of the number of shares of Common Stock of the Corporation deliverable upon conversion of such Preferred Stock would have been entitled upon such consolidation, merger or sale; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors) shall be made in the application of the provisions in this Section B.3 set forth with respect to the rights and interests thereafter of the holders of Preferred Stock, to the end that the provisions set forth in this Section B.3 (including provisions with respect to changes in and other adjustments of the Conversion Price of all series of Preferred Stock) shall thereafter be applicable, as nearly as reasonably may be, in relation to any shares of stock or other property thereafter deliverable upon the conversion of the Preferred Stock.

(g) No Impairment. The Corporation shall not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation but shall at all times in good faith assist in the carrying out of all the provisions of this Section B.3 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Preferred Stock against impairment.

(h) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price of any series of Preferred Stock pursuant to this Section B.3, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each affected holder of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any affected holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the applicable Conversion Price at the time in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of each share of Preferred Stock.

(i) Notices of Record Date. In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend which is the same as cash dividends paid in previous quarters) or other distribution, the Corporation shall mail to each holder of Preferred Stock at least 10 days prior to such record date a notice specifying the date on which any such record is to be taken for the purpose of such dividend or distribution.

(j) Common Stock Reserved. The Corporation shall reserve and keep available out of its authorized but unissued Common Stock such number of shares of Common Stock as shall from time to time be sufficient to effect conversion of the Preferred Stock.

(k) Certain Taxes. The Corporation shall pay any issue or transfer taxes payable in connection with the conversion of the Preferred Stock; provided, however, that the Corporation shall not be required to pay any tax which may be payable in respect of any transfer to a name other than that of the holder of the Preferred Stock.

(l) Closing of Books. The Corporation shall at no time close its transfer books against the transfer of any Preferred Stock or of any shares of Common Stock issued or issuable upon the conversion of any shares of Preferred Stock in any manner which interferes with the timely conversion or transfer of such Preferred Stock or Common Stock, except as may otherwise be required by applicable law.

(m) Waiver of Anti-dilution Protection. To the extent that the provisions of Sections B.3(c)-(f) apply to any series of Preferred Stock, such provisions may be waived by the written consent of the Required Holders. For the purposes of this Section B.3(m), a waiver on one occasion shall not constitute a waiver on any further occasion.

4. Voting Rights.

Except as otherwise required by law or hereinafter set forth, the holders of Preferred Stock and the holders of Common Stock shall be entitled to notice of any meeting of stockholders and to vote as one class upon any matter submitted to the stockholders for a vote, on the following basis:

(a) Holders of Common Stock shall have one vote per share; and

(b) Holders of Preferred Stock shall have that number of votes per share as is equal to the number of shares of Common Stock into which each such share of Preferred Stock held by such holder could be converted on the date for determination of stockholders entitled to vote at the meeting or on the date of any written consent.

5. Covenants.

(a) Preferred Stock Consent Rights. So long as any shares of Preferred Stock are outstanding, the Corporation shall not, without first having obtained the affirmative vote or written consent of the holders of not less than a majority in voting power of the outstanding shares of Preferred Stock (voting as a single class on an as-converted basis), do any of the following:

(i) amend the Certificate of Incorporation or Bylaws of the Corporation if such action would materially and adversely alter the preferences, rights, privileges or powers of, or the restrictions provided for the benefit of, the Preferred Stock;

(ii) authorize or issue shares of any class or series of stock having any rights, preferences or privileges senior to any series of Preferred Stock or authorize or issue shares of stock of any class or any bonds, debentures, notes or other obligations convertible into or exchangeable for, or having option rights to purchase, any shares of stock of the Corporation having any rights, preferences or privileges senior to any series of Preferred Stock;

(iii) reclassify any outstanding shares into shares having any rights, preferences or privileges senior to any series of Preferred Stock; or

(iv) increase or decrease the number of shares of any series of Preferred Stock.

(b) Series G Consent Rights. So long as any shares of Series G Preferred Stock are outstanding, the Corporation shall not, without first having obtained the affirmative vote or written consent of the Required Holders, do any of the following:

(i) alter or change the rights, preferences, privileges or powers of the Series G Preferred Stock in a manner that adversely affects such rights, privileges or preferences;

(ii) authorize or issue shares of any class or series of stock having any rights, preferences or privileges senior to the Series G Preferred Stock or authorize or issue shares of stock of any class or any bonds, debentures, notes or other obligations convertible into or exchangeable for, or having option rights to purchase, any shares of stock of the Corporation having any rights, preferences or privileges senior to the Series G Preferred Stock;

(iii) reclassify any outstanding shares into shares having any rights, preferences or privileges senior to the Series G Preferred Stock;

(iv) increase or decrease the number of shares of the Series G Preferred Stock;

(v) amend the Certificate of Incorporation or Bylaws of the Corporation.

(c) Any other provision of the Corporation's Certificate of Incorporation or Bylaws to the contrary notwithstanding, notice of any action specified in Section B.5(a) and Section B.5(b) shall be given by the Corporation, in respect of actions specified in Section B.5(a), to each holder of outstanding shares of Preferred Stock and, in respect of actions specified in Section B.5(b), to each holder of outstanding shares of Series G Preferred Stock by first class mail, postage prepaid, addressed to such holder at the last address of such holder as shown by the records of the Corporation, at least 10 days before the date on which the books of the Corporation shall close or a record shall be taken with respect to such proposed action, or, if there shall be no such date, at least 10 days before the date when such proposed action is scheduled to occur. Any holder of outstanding shares of Preferred Stock or Series G Preferred Stock, as applicable, may waive any notice required by this Section B.5(c) by a written document indicating such waiver.

6. Redemption.

(a) At any time and from time to time on or after October 17, 2018, upon written notice from the Required Holders (a "Redemption Request"), the Corporation shall redeem all or a portion of the outstanding shares of Series G Preferred Stock for cash out of funds lawfully available therefor, as determined by the Board of Directors, at a price per share equal to the Series G Liquidation Preference (the "Redemption Price"). The effectiveness of the Redemption Request may be conditioned or contingent upon the happening or the occurrence of any event or series of events. The date of redemption of Series G Preferred Stock (the "Redemption Date") pursuant to this Section 6(a) shall be a date that is not more than 60 days after receipt by the Corporation of the Redemption Request. If the Required Holders elect that

only a portion of the Series G Preferred Stock be redeemed, the shares of Series G Preferred Stock shall be redeemed on a pro rata basis among all holders of shares of Series G Preferred Stock (based on the respective number of shares of Series G Preferred Stock then held by such holders as of the Redemption Date).

(b) For so long as shares of Series G Preferred Stock remain outstanding, within 15 days following the last day of each month, the Corporation shall determine the cash and cash equivalents of the Corporation (in accordance with United States generally accepted accounting principles) as of such month-end date. In the event the cash and cash equivalents as of such month-end are equal to or greater than \$20,000,000 (such excess above \$20,000,000, the "Maximum Redemption Amount"), the Corporation shall mail by first class mail or via electronic mail a notice (a "Minimum Liquidity Notice") to the holders of the shares of Series G Preferred Stock then outstanding, at the address of each holder as shown on the books of the Corporation or at such electronic mail address communicated by the holder to the Corporation, stating that the Required Holders shall have the option to deliver a Redemption Request to the Corporation within the 10-day period following receipt of the Minimum Liquidity Notice. The notice shall state (i) the Redemption Date (which for purposes of this Section 6(b) shall be a date that is not more than 60 days after delivery of the Minimum Liquidity Notice); (ii) the Maximum Redemption Amount, which shall be allocated on a pro rata basis among any holders of shares of Series G Preferred Stock (based on the respective numbers of shares of Series G Preferred Stock then held by such holders as of the Redemption Date); and (iii) the Redemption Price. In the event the Required Holders timely deliver a Redemption Request in accordance with this Section 6(b), the Corporation shall redeem, subject to any limitations imposed pursuant to this Section 6(b) by the Maximum Redemption Amount, the shares of Series G Preferred Stock then outstanding on the applicable Redemption Date at the applicable Redemption Price.

(c) On the applicable Redemption Date, if the Corporation does not have sufficient funds legally available to redeem the shares of Series G Preferred Stock that it is required to redeem as provided in Section 6 (unless, in the case of a redemption pursuant to Section 6(b), the cash and cash equivalents as of the Redemption Date no longer remain in excess of \$20,000,000 other than due to a willful intent of the Corporation to frustrate the purposes of Section 6(b)), unless waived in writing by the Required Holders, no later than the Redemption Date, the Corporation shall redeem a pro rata portion of the redeemable shares of Series G Preferred Stock of each holder out of funds legally available therefor, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the legally available funds were sufficient to redeem all such required shares, and the Corporation shall redeem the remaining required shares of Series G Preferred Stock as soon as practicable after the Corporation has funds legally available therefor; provided, however, that with respect to any share of Series G Preferred Stock that is not so redeemed by the applicable Redemption Date, a dividend shall accrue, beginning on the Redemption Date, at a rate of 10% per annum of the amount which would otherwise have been paid in respect of such share on such Redemption Date if the legally available funds had been sufficient to redeem such share of Series G Preferred Stock on such Redemption Date (the "Special Redemption Dividend"), which dividend (i) shall be payable in cash semi-annually in arrears (such semi-annual payment date, as measured from such Redemption Date, being referred to as a "Payment Date") and (ii) to the extent not paid in cash on a Payment Date, shall be added to the amount which would otherwise have been paid in respect of such share of Series G Preferred Stock on such Redemption Date

and shall compound semi-annually on each subsequent Payment Date thereafter. Any accrued but unpaid Special Redemption Dividend shall be paid on or prior to the time that the Corporation redeems the remaining outstanding shares.

(d) On or before the applicable Redemption Date, each holder of a share of Series G Preferred Stock to be redeemed on such Redemption Date, unless such holder has exercised his, her or its right to convert such shares as provided in Section 3, shall surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate which agreement shall not require the posting of a bond) to the Corporation, in the manner and at the place designated by the Corporation. Thereafter, upon the applicable Redemption Date, the Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof.

(e) All rights and preferences provided herein with respect to the outstanding shares of Series G Preferred Stock shall continue until the Redemption Price payable upon redemption of the shares of Series G Preferred Stock to be redeemed on the applicable Redemption Date is paid or tendered for payment in full or deposited in full with an independent payment agent so as to be available therefor in a timely manner for payment to such holders.

(f) If on the applicable Redemption Date the Redemption Price payable upon redemption of the shares of Series G Preferred Stock to be redeemed on such Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that the certificates evidencing any of the shares of Series G Preferred Stock so called for redemption shall not have been surrendered, dividends with respect to such shares of Series G Preferred Stock shall cease to accrue after such Redemption Date and all rights with respect to such shares shall forthwith after such Redemption Date terminate, except only the right of the holders to receive the Redemption Price without interest upon surrender of their certificate or certificates therefor; provided that in the event that the shares of Series G Preferred Stock are not redeemed due to a default by the Corporation hereunder or because the Corporation does not have sufficient legally available funds, such shares of Series G Preferred Stock shall remain outstanding and shall be entitled to all of the rights and preferences provided herein.

(g) In the event of a notice of redemption of any shares of Series G Preferred Stock pursuant to this Section 6, the Conversion Rights of the shares designated for redemption shall terminate at the close of business on the last full day preceding the date fixed for redemption, unless the Redemption Price is not fully paid on such Redemption Date, in which case the Conversion Rights for such shares shall continue until such price is paid in full.

(h) Any shares of Series G Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of shares of

Series G Preferred Stock following the redemption or any other acquisition of shares of Series G Preferred Stock.

(i) The Corporation agrees to pay all reasonable costs of collection, including without limitation, reasonable attorneys' fees and expenses, incurred by the holders of shares of Series G Preferred Stock, unless such holders are not the prevailing party, arising as a result of any default by the Corporation hereunder or as a result of the enforcement by holders of any rights, preferences or remedies available to such holders as provided herein.

7. No Reissuance of Preferred Stock. No share or shares of Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be cancelled, retired and eliminated from the shares which the Corporation shall be authorized to issue.

8. Residual Rights. All rights accruing to the outstanding shares of the Corporation not expressly provided for to the contrary herein shall be vested in the Common Stock.

FIFTH: In furtherance of and not in limitation of powers conferred by statute, it is further provided that:

(a) Subject to the limitations and exceptions, if any, contained in the Bylaws of the Corporation, the Bylaws may be adopted, amended or repealed by the Board of Directors of the Corporation; and

(b) Elections of directors need not be by written ballot unless, and only to the extent, otherwise provided in the Bylaws; and

(c) Subject to any applicable requirements of law, the books of the Corporation may be kept outside the State of Delaware at such locations as may be designated by the Board of Directors or in the Bylaws of the Corporation; and

(d) Except as provided to the contrary in the provisions establishing a class of stock, the number of authorized shares of such class may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of a majority of the stock of the Corporation entitled to vote, voting as a single class.

SIXTH: The Corporation shall indemnify each person who at any time is, or shall have been, a director or officer of the Corporation and was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred in connection with any such action, suit or proceeding, to the maximum extent permitted by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended. The foregoing right of indemnification shall in no way be exclusive of any other rights of indemnification to which any such director or officer may be entitled, under any by-law, agreement, vote of directors or stockholders or otherwise. No amendment to

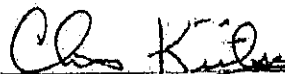
or repeal of the provisions of this Article SIXTH shall deprive a director or officer of the benefit hereof with respect to any act or failure to act occurring prior to such amendment or repeal.

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

EIGHTH: No director of the Corporation shall be personally liable to the Corporation or to any of its stockholders for monetary damages arising out of such director's breach of fiduciary duty as a director of the Corporation, except to the extent that the elimination or limitation of such liability is not permitted by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended. No amendment to or repeal of the provisions of this Article EIGHTH shall deprive any director of the Corporation of the benefit hereof with respect to any act or failure to act of such director occurring prior to such amendment or repeal.

NINTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by statute and this Certificate of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 17th day of October,
2013.

A handwritten signature in dark ink, appearing to read "Ch Kirtsy", written over a horizontal line.

Christopher P. Kirtsy, President