

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
AIRCLIC INC.**

AIRCLIC 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 name of the corporation is AirClic Inc. The date of filing of the original Certificate of Incorporation with the Secretary of State of the State of Delaware was January 28, 2000. Restated Certificates of Incorporation were filed with the Secretary of State of the State of Delaware on March 2, 2000 and March 9, 2000, and Amended and Restated Certificates of Incorporation were filed with the Secretary of State of the State of Delaware on November 28, 2000, September 12, 2002, March 28, 2003, October 20, 2004, and February 13, 2007. Certificate of Designations, Preferences and Rights of Series B and Series B2 Convertible Preferred Stock were filed on October 20, 2004 and December 30, 2005, respectively.

2. This Amended and Restated Certificate of Incorporation was duly adopted in accordance with Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware (the "DGCL").

3. This Amended and Restated Certificate of Incorporation (this "Certificate of Incorporation") amends and restates the Certificate of Incorporation of AirClic Inc. in its entirety to read as follows:

ARTICLE I.

The name of the corporation is Aircllic Inc. (the "Corporation").

ARTICLE II.

The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801, and the name of the registered agent of the Corporation in the State of Delaware at such address is The Corporation Trust Company.

ARTICLE III.

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the DGCL.

ARTICLE IV.

A. 1. The Corporation is authorized to issue two classes of its capital stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Corporation is authorized to issue is 100,000,000 shares, 65,000,000 shares of which shall be Common Stock and 35,000,000 shares of which shall be Preferred Stock. The Common Stock shall have a par value of \$0.001 per share and the Preferred Stock shall have a par value of \$0.001 per share.

2. Of the Preferred Stock, 6,751,552 shares are hereby designated as "Series A1 Preferred Stock" (the "Series A1 Preferred"), 6,272,375 shares are hereby designated as "Series B Preferred Stock" (the "Series B Preferred"), 7,620,573 shares are hereby designated as "Series B2

Preferred Stock" (the "Series B2 Preferred"), and 6,517,411 shares are hereby designated as "Series C Preferred Stock" (the "Series C Preferred").

3. The Series A1 Preferred, the Series B Preferred, the Series B2 Preferred, and the Series C Preferred are referred to herein collectively as the "Series Preferred". The original purchase price of each series of Series Preferred is referred to herein as the "Original Issue Price." The Original Issue Price of the Series A1 Preferred is \$1.00 per share (the "Series A1 Original Issue Price"). The Original Issue Price of the Series B Preferred is \$1.07842 per share (the "Series B Original Issue Price"). The Original Issue Price of the Series B2 Preferred is \$1.12 per share (the "Series B2 Original Issue Price"). The Original Issue Price of the Series C Preferred is \$2.30 per share (the "Series C Original Issue Price").

B. The rights, preferences, privileges, restrictions and other matters relating to the Series Preferred are as follows:

1. **Dividend Rights.**

(a) The holders of the Series Preferred shall be entitled to receive a dividend on each outstanding share of Series Preferred (on an as-converted to Common Stock basis) in an amount equal to any amount paid or declared and set apart by the Board of Directors on any share of Common Stock. No dividends shall be paid or declared on any Common Stock of the Corporation or any other capital stock of the Corporation ranking junior in priority of payment to the Series Preferred unless dividends on the Series Preferred are simultaneously paid or declared and irrevocably set apart for payment in accordance with the preceding sentence.

(b) From and after the date of the issuance of any shares of Series C Preferred, the holders of the Series C Preferred shall be entitled to receive, out of funds legally available therefor, dividends at the rate per annum of \$0.184 per share, as appropriately adjusted to reflect any stock split, subdivision or combination of shares of Series C Preferred (the "Series C Accruing Dividends"). Series C Accruing Dividends shall accrue from day to day commencing on the date on which such shares were first issued, whether or not earned or declared, shall be cumulative and shall be payable when and as declared by the Board of Directors. The Corporation shall not declare, pay or set aside any dividends on any other shares of capital stock of the Corporation (other than dividends on shares of Common Stock payable solely in shares of Common Stock) unless the holders of the Series C Preferred then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series C Preferred in an amount at least equal to (i) the amount of the aggregate Series C Accruing Dividends then accrued on such share of Series C Preferred and not previously paid plus (ii) (A) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Series C Preferred as would equal the product of (1) the dividend payable on each share of such class or series determined, if applicable, as if all such shares of such class or series had been converted into Common Stock and (2) the number of shares of Common Stock issuable upon conversion of a share of Series C Preferred, in each case calculated on the record date for determination of holders entitled to receive such dividend, or (B) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Series C Preferred determined by dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock and multiplying such fraction by an amount equal to Series C Original Issue Price (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting the shares of Series C Preferred).

(c) From and after the date of the issuance of any shares of Series B Preferred, the holders of the Series B Preferred shall be entitled to receive, *pari passu* with the holders of

the Series B2 Preferred, out of funds legally available therefor, dividends at the rate per annum of \$0.0862736 per share, as appropriately adjusted to reflect any stock split, subdivision or combination of shares of Series B Preferred (the "Series B Accruing Dividends"). Series B Accruing Dividends shall accrue from day to day commencing on the date on which such shares were first issued, whether or not earned or declared, shall be cumulative and shall be payable when and as declared by the Board of Directors. The Corporation shall not declare, pay or set aside any dividends on any other shares of capital stock of the Corporation (other than dividends on the Series C Preferred or dividends on shares of Common Stock payable solely in shares of Common Stock) unless the holders of the Series B Preferred then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series B Preferred in an amount at least equal to (i) the amount of the aggregate Series B Accruing Dividends then accrued on such share of Series B Preferred and not previously paid plus (ii) (A) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Series B Preferred as would equal the product of (1) the dividend payable on each share of such class or series determined, if applicable, as if all such shares of such class or series had been converted into Common Stock and (2) the number of shares of Common Stock issuable upon conversion of a share of Series B Preferred, in each case calculated on the record date for determination of holders entitled to receive such dividend, or (B) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Series B Preferred determined by dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock and multiplying such fraction by an amount equal to Series B Original Issue Price (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting the shares of Series B Preferred).

(d) From and after the date of the issuance of any shares of Series B2 Preferred, the holders of the Series B2 Preferred shall be entitled to receive, *pari passu* with the holders of the Series B Preferred, out of funds legally available therefor, dividends at the rate per annum of \$0.0896 per share, as appropriately adjusted to reflect any stock split, subdivision or combination of shares of Series B2 Preferred (the "Series B2 Accruing Dividends"). Series B2 Accruing Dividends shall accrue from day to day commencing on the date on which such shares were first issued, whether or not earned or declared, shall be cumulative and shall be payable when and as declared by the Board of Directors. The Corporation shall not declare, pay or set aside any dividends on any other shares of capital stock of the Corporation (other than dividends on the Series C Preferred or dividends on shares of Common Stock payable solely in shares of Common Stock) unless the holders of the Series B2 Preferred then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series B2 Preferred in an amount at least equal to (i) the amount of the aggregate Series B2 Accruing Dividends then accrued on such share of Series B2 Preferred and not previously paid plus (ii) (A) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Series B2 Preferred as would equal the product of (1) the dividend payable on each share of such class or series determined, if applicable, as if all such shares of such class or series had been converted into Common Stock and (2) the number of shares of Common Stock issuable upon conversion of a share of Series B2 Preferred, in each case calculated on the record date for determination of holders entitled to receive such dividend, or (B) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Series B2 Preferred determined by dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock and multiplying such fraction by an amount equal to Series B2 Original Issue Price (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting the shares of Series B Preferred).

(e) Whenever the distributions provided for in this Section B.1 are payable in securities or properties other than cash, the value of such distribution shall be the fair market value of such securities or other property as determined in good faith by the Board of Directors.

2. Voting Rights.

(a) **General Rights.** Except as otherwise provided herein or as required by law, the holders of the Series Preferred (having a number of votes equal to the shares of Common Stock into which such shares of Series Preferred could be converted), and the holders of the Common Stock shall vote (or render written consents in lieu of a vote) together as a single class on any matters to be voted on by the Corporation's stockholders.

(b) **Rights of Series Preferred.** The Corporation shall not, without the consent of a majority of the applicable series of Series Preferred: (A) alter or change the rights, preferences or privileges of the shares of any such series of Series Preferred so as to affect adversely the shares of such series of Preferred Stock, including by way of Change of Control; or (B) amend or repeal any provision of, or add any provision to, this Certificate of Incorporation that would adversely affect any such series of Series Preferred in a manner different than any other series of Series Preferred, including by way of Change of Control.

(c) **Special Rights of Series B, B2 and C Preferred.** Notwithstanding the foregoing or anything else to the contrary provided herein, if the Corporation fails or refuses, for any reason or for no reason, to redeem on any Redemption Date (as defined in Section B.6 hereof) all of the then outstanding shares of Series C Preferred required to be redeemed in accordance with the terms and provisions of Section B.6 hereof, then, immediately upon such failure or refusal, the terms of all the directors other than the JMI Director and the NVP Director shall terminate. Immediately upon such failure or refusal, but only so long as such failure or refusal continues, a majority of the directors of the Corporation (including the JMI Director, if any) shall be elected with the prior written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of Series C Preferred, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, and all other directors of the Corporation shall be elected with the prior written consent or affirmative vote of the holders of the Series C Preferred and the Common Stock, voting together as a single class. Once the Corporation has satisfied its redemption obligations in full in accordance with the terms and conditions of Section B.6 hereof, then the terms of all the directors (including the JMI Director and NVP Director, if any) shall terminate. If upon such termination of directorships, the Corporation has, for any reason or for no reason, to redeem on any Redemption Date (as defined in Section B.6 hereof) all of the then outstanding shares of Series B Preferred or Series B2 Preferred required to be redeemed in accordance with the terms and provisions of Section B.6 hereof, then, immediately upon such failure or refusal, the terms of all the directors other than the NVP or JMI Directors, if any) shall terminate. Immediately upon such failure or refusal, but only so long as such failure or refusal continues, a majority of the directors of the Corporation (including the NVP and JMI Directors, if any) shall be elected with the prior written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of Series B Preferred and Series B2 Preferred voting as a single class, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, and all other directors of the Corporation shall be elected with the prior written consent or affirmative vote of the holders of the Series B Preferred and Series B2 Preferred and the Common Stock, voting together as a single class. Once the Corporation has satisfied its redemption obligations in full in accordance with the terms and conditions of Section B.6 hereof, then the terms of all the directors (including the Series B and Series B2 Director) shall terminate.

(d) **Definitions.** For purposes of this Certificate of Incorporation, the following words shall have the meanings set forth below:

(i) **"Change of Control"** shall mean with respect to the Corporation the occurrence of any of the following events: (A) an acquisition (whether directly from such party or

otherwise) of any voting securities of the Corporation or securities convertible into or exchangeable for voting securities of the Corporation (the "Voting Securities") by any "Person" (as the term is used for purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), immediately after which such Person has or would have "Beneficial Ownership" (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50.1% or more of the combined voting power of the Corporation's then outstanding Voting Securities (assuming the conversion of all of the issued and outstanding Series Preferred at the then existing Conversion Rates and that each stockholder of the Corporation has purchased and converted all of the Series Preferred or Common Stock which it has a right to purchase pursuant to outstanding option and warrants); or (B) the consummation of, or agreement to consummate: (1) a merger, consolidation, sale, share exchange, reorganization or otherwise in which the stockholders of the Corporation prior to the consummation of the transactions contemplated by such agreement, as a group, cease to hold a majority equity interest in the surviving entity; (2) a bankruptcy, liquidation or dissolution or appointment of a receiver, rehabilitator, conservator or similar Person for, the Corporation; or (3) the sale or other disposition of all or substantially all of the assets of the Corporation to any person (other than a transfer to a wholly-owned subsidiary of the Corporation).

(ii) "JMI Director" has the meaning ascribed to such term in the Stockholders Agreement.

(iii) "NVP Director" has the meaning ascribed to such term in the Stockholders Agreement.

(iv) "Qualified IPO" means the completion of a bona fide firm commitment underwritten public offering of Common Stock of the Corporation pursuant to a registration statement filed on Form S-1 (or successor form) under the Securities Act of 1933, as amended, and declared effective by the United States Securities and Exchange Commission, at a public offering price of at least \$5.00 per share (as adjusted for any stock split, stock dividend or recapitalization after the date hereof) and gross proceeds to the Corporation of at least \$40,000,000, following which the Common Stock shall be listed on the New York Stock Exchange, the NYSE Amex or the NASDAQ Stock Market.

(v) "Preferred Majority" shall mean holders of a majority of the outstanding shares of Series Preferred, voting together as a single class on an as-converted basis.

(vi) "Stockholders Agreement" means that certain Fourth Amended and Restated Stockholders Agreement, dated as of June 24, 2010, among the Corporation and certain of the stockholders of the Corporation, as such Agreement may be further amended, restated or otherwise modified from time to time.

(vii) "Zon Director" has the meaning ascribed to such term in the Stockholders Agreement.

3. Liquidation Rights.

(a) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, each holder of shares of Series C Preferred then outstanding shall be entitled to be paid out of the assets available for distribution to the Corporation's stockholders, before any payment shall be made to the holders of Common Stock or any other class or series of stock ranking on liquidation junior to the Series C Preferred, including the Common Stock, Series A1 Preferred, Series B Preferred and Series B2 Preferred of the Corporation (such Common Stock, Series A1 Preferred, Series B Preferred, Series B2 Preferred and other stock being collectively referred to as "Junior Stock") by reason of their ownership thereof, for each outstanding share of Series C Preferred held by such holder an

amount in cash equal to \$4.60 (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like). If upon any such liquidation, dissolution or winding up of the Corporation the remaining assets available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series C Preferred and any class or series of stock ranking on liquidation on a parity with the Series C Preferred the full amount to which they shall be entitled, the holders of shares of Series C Preferred and any class or series of stock ranking on liquidation on a parity with the Series C Preferred shall share ratably in any distribution of the remaining assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full. Notwithstanding anything to the contrary in this Section B.3(a) if, upon a liquidation, dissolution or winding up of the Corporation (including any events described in Section B.3(e) hereof), the holders of outstanding shares of the Series C Preferred would receive more than the amount set forth in the first sentence of this Section B.3(a) in the event that all of their shares of Series C Preferred were converted into shares of Common Stock in accordance with Section B.4 hereof immediately prior to the relevant liquidation, dissolution or winding up of the Corporation (including any events described in Section B.4 hereof), then each holder of outstanding shares of Series C Preferred shall be entitled to be paid an amount per share of Series C Preferred equal to such greater amount as if such holder had converted its shares of Series C Preferred. After the payment or setting aside for payment to the holders of Series C Preferred of the full amounts specified in this Section B.3(a), the entire remaining assets of the Corporation legally available for distribution shall be distributed pro rata to holders of the Junior Stock in accordance with the provisions herein. The aggregate amount which a holder of a share of Series C Preferred is entitled to receive for each outstanding share of Series C Preferred under this Section B.3(a) is hereinafter referred to as the "Series C Liquidation Amount."

(b) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, each holder of shares of Series B Preferred then outstanding shall be entitled to be paid out of the assets available for distribution to the Corporation's stockholders, *pari passu* with the holders of Series B2 Preferred and before any payment shall be made to the holders of any Junior Stock ranking on liquidation junior to the Series B Preferred by reason of their ownership thereof, for each outstanding share of Series B Preferred held by such holder an amount in cash equal to \$2.15684 (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like). If upon any such liquidation, dissolution or winding up of the Corporation the remaining assets available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series B Preferred and any class or series of stock ranking on liquidation on a parity with the Series B Preferred the full amount to which they shall be entitled, the holders of shares of Series B Preferred and any class or series of stock ranking on liquidation on a parity with the Series B Preferred shall share ratably in any distribution of the remaining assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full. Notwithstanding anything to the contrary in this Section B.3(b) if, upon a liquidation, dissolution or winding up of the Corporation (including any events described in Section B.3(e) hereof), the holders of outstanding shares of the Series B Preferred would receive more than the amount set forth in the first sentence of this Section B.3(b) in the event that all of their shares of Series B Preferred were converted into shares of Common Stock in accordance with Section B.4 hereof immediately prior to the relevant liquidation, dissolution or winding up of the Corporation (including any events described in Section B.3(e) hereof), then each holder of outstanding shares of Series B Preferred shall be entitled to be paid an amount per share of Series B Preferred equal to such greater amount as if such holder had converted its shares of Series B Preferred. After the payment or setting aside for payment to the holders of Series B Preferred of the full amounts specified in this Section B.3(b), the entire remaining assets of the Corporation legally available for distribution shall be distributed pro rata to holders of other Junior Stock ranking on liquidation junior to the Series B Preferred in accordance with the provisions herein. The aggregate amount which a holder of a share of Series B Preferred is entitled to

receive for each outstanding share of Series B Preferred under this Section B.3(b) is hereinafter referred to as the "Series B Liquidation Amount."

(c) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, each holder of shares of Series B2 Preferred then outstanding shall be entitled to be paid out of the assets available for distribution to the Corporation's stockholders, *pari passu* with the holders of Series B Preferred and before any payment shall be made to the holders of any Junior Stock ranking on liquidation junior to the Series B2 Preferred by reason of their ownership thereof, for each outstanding share of Series B2 Preferred held by such holder an amount in cash equal to \$2.24 (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like). If upon any such liquidation, dissolution or winding up of the Corporation the remaining assets available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series B2 Preferred and any class or series of stock ranking on liquidation on a parity with the Series B2 Preferred the full amount to which they shall be entitled, the holders of shares of Series B2 Preferred and any class or series of stock ranking on liquidation on a parity with the Series B2 Preferred shall share ratably in any distribution of the remaining assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full. Notwithstanding anything to the contrary in this Section B.3(c) if, upon a liquidation, dissolution or winding up of the Corporation (including any events described in Section B.3(e) hereof), the holders of outstanding shares of the Series B2 Preferred would receive more than the amount set forth in the first sentence of this Section B.3(c) in the event that all of their shares of Series B2 Preferred were converted into shares of Common Stock in accordance with Section B.4 hereof immediately prior to the relevant liquidation, dissolution or winding up of the Corporation (including any events described in Section B.3(e) hereof), then each holder of outstanding shares of Series B2 Preferred shall be entitled to be paid an amount per share of Series B2 Preferred equal to such greater amount as if such holder had converted its shares of Series B2 Preferred. After the payment or setting aside for payment to the holders of Series B2 Preferred of the full amounts specified in this Section B.3(c), the entire remaining assets of the Corporation legally available for distribution shall be distributed *pro rata* to holders of other Junior Stock ranking on liquidation junior to the Series B2 Preferred in accordance with the provisions herein. The aggregate amount which a holder of a share of Series B2 Preferred is entitled to receive for each outstanding share of Series B2 Preferred under this Section B.3(c) is hereinafter referred to as the "Series B2 Liquidation Amount."

(d) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, each holder of shares of Series A1 Preferred then outstanding shall be entitled to be paid out of the assets available for distribution to the Corporation's stockholders, and before any payment shall be made to the holders of any Junior Stock ranking on liquidation junior to the Series A1 Preferred by reason of their ownership thereof, for each outstanding share of Series A1 Preferred held by such holder an amount in cash equal to \$1.00. If upon any such liquidation, dissolution or winding up of the Corporation the remaining assets available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series A1 Preferred and any class or series of stock ranking on liquidation on a parity with the Series A1 Preferred the full amount to which they shall be entitled, the holders of shares of Series A1 Preferred and any class or series of stock ranking on liquidation on a parity with the Series A1 Preferred shall share ratably in any distribution of the remaining assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full. Notwithstanding anything to the contrary in this Section B.3(d) if, upon a liquidation, dissolution or winding up of the Corporation (including any events described in Section B.3(e) hereof), the holders of outstanding shares of the Series A1 Preferred would receive more than the amount set forth in the first sentence of this Section B.3(d) in the event that all of their shares of Series A1 Preferred were converted into shares of Common Stock in accordance with Section B.4 hereof immediately prior to the

relevant liquidation, dissolution or winding up of the Corporation (including any events described in Section B.3(e) hereof), then each holder of outstanding shares of Series A1 Preferred shall be entitled to be paid an amount per share of Series A1 Preferred equal to such greater amount as if such holder had converted its shares of Series A1 Preferred. After the payment or setting aside for payment to the holders of Series A1 Preferred of the full amounts specified in this Section B.3(d), the entire remaining assets of the Corporation legally available for distribution shall be distributed pro rata to holders of the Junior Stock ranking on liquidation junior to the Series A1 Preferred in accordance with the provisions herein. The aggregate amount which a holder of a share of Series A1 Preferred is entitled to receive for each outstanding share of Series C Preferred under this Section B.3(d) is hereinafter referred to as the "Series A1 Liquidation Amount."

(e) For purposes of this Section B.3, with respect to each series of Preferred Stock, unless the Preferred Majority have voted to the contrary and certified written evidence of such vote has been provided to the Corporation prior to the occurrence of the following events (each a "Deemed Liquidation Event"), the following events shall be considered a liquidation under this Section B.3 with respect only to such Series:

(i) a merger or consolidation in which either (a) the Corporation is a constituent party or (b) a subsidiary of the Corporation is a constituent party, and the Corporation issues shares of its capital stock pursuant to such merger or consolidation, except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted or exchanged for shares of capital stock which represent, immediately following such merger or consolidation at least a majority, by voting power (determined on a fully diluted basis assuming the exercise, conversion or exchange of all exercisable, convertible or exchangeable securities, respectively), of the capital stock of (1) the surviving or resulting corporation or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation (provided that, for the purpose of this Section B.3(e)(i), all shares of Common Stock issuable upon exercise of or conversion of Voting Securities outstanding immediately prior to such merger or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, converted or exchanged in such merger or consolidation on the same terms as the actual outstanding shares of Common Stock are converted or exchanged) (an "Acquisition");

(ii) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole (an "Asset Transfer"); or

(iii) a Change of Control of the type specified in Section (A) of the definition of Change of Control.

(f) The Corporation shall not have the power to effect any transaction constituting a Deemed Liquidation Event pursuant to Sections B.3(e)(i) or (ii) hereof unless the agreement or plan of merger or consolidation provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Section B.3 hereof.

(g) In the event of a Deemed Liquidation Event pursuant to an Acquisition as contemplated by clause (b) of Section B.3(e) hereof or an Asset Transfer, if the Corporation does not effect a dissolution of the Corporation within 60 days after such Deemed Liquidation Event, then (A) the

Corporation shall deliver a written notice to each holder of Series B Preferred, Series B2 Preferred, and Series C Preferred no later than the 60th day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (B) to require the redemption of such shares of Series Preferred, and (B) if the Preferred Majority so request in a written instrument delivered to the Corporation not later than 75 days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event, net of any retained liabilities, as determined in good faith by the Board of Directors of the Corporation (the "Net Proceeds"), to redeem, to the extent legally available therefor, on the 90th day after such Deemed Liquidation Event (the "Liquidation Redemption Date"), all outstanding shares of Series C Preferred at a price per share equal to the Series C Liquidation Amount followed by the redemption of all outstanding shares of Series B and B2 Preferred at a price per share equal to the Series B Liquidation Amount and the Series B2 Liquidation Amount, respectively, on a pari passu basis. In the event of a redemption pursuant to this Section B.3(g) hereof, if the Net Proceeds are not sufficient to redeem all outstanding shares of Series C Preferred, or if the Corporation does not have sufficient lawfully available funds to effect such redemption, the Corporation shall redeem a pro rata portion of each holder's shares of Series C Preferred to the fullest extent of such Net Proceeds or such lawfully available funds, as the case may be, and, where such redemption is limited by the amount of lawfully available funds, the Corporation shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. In the event of a redemption pursuant to this Section B.3(g), if the Net Proceeds are not sufficient to redeem all outstanding shares of Series B Preferred and Series B2 Preferred, or if the Corporation does not have sufficient lawfully available funds to effect such redemption, the Corporation shall redeem a pro rata portion of each holder's shares of Series B Preferred and Series B2 Preferred on a pari passu basis to the fullest extent of such Net Proceeds or such lawfully available funds, as the case may be, and, where such redemption is limited by the amount of lawfully available funds, the Corporation shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. The provisions of Section B.6 hereof shall apply, with such necessary changes in the details thereof as are necessitated by the context, to the redemption of the Series Preferred pursuant to this Section B.3(g). Prior to the distribution or redemption provided for in this Section B.3(g), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in the ordinary course of business.

(h) The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, lease, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. If the amount deemed paid or distributed under this Section B.3(h) is made in property other than in cash, the value of such distribution shall be the fair market value of such property, determined as follows:

(i) for securities traded on a securities exchange or through The Nasdaq Stock Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange or market over the 30 calendar day period ending three days prior to the closing of such transaction; or

(ii) for securities actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the 30 calendar day period ending three days prior to the closing of such transaction; or

(iii) for securities for which there is no active public market, the value shall be the fair market value thereof, as determined in good faith by the Board of Directors of the Corporation.

(i) On the effective date of any Acquisition or Asset Transfer, the Corporation shall pay to the holders of Series Preferred all cash and other consideration to which the holders of Series Preferred shall be entitled under this Section B.3. Upon receipt of such payment, each holder of shares of Series Preferred shall surrender the certificate or certificates representing such shares, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto), at the principal executive office of the Corporation or the offices of the transfer agent for the Corporation, or shall notify the Corporation or any transfer agent that such certificates have been lost, stolen or destroyed and shall execute an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificate, and each surrendered certificate shall be canceled and retired.

(j) **Distribution of Remaining Assets.** After the payment or setting aside for payment to the holders of Series Preferred of the full amounts specified in this Section B.3, the entire remaining assets of the Corporation legally available for distribution shall be distributed pro rata to holders of the Common Stock of the Corporation in proportion to the number of shares of Common Stock held by them.

4. Optional Conversion.

The holders of the Series C Preferred shall have conversion rights as follows (the "Conversion Rights"):

(a) **Right to Convert.** Each share of Series Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and non-assessable shares of Common Stock as is determined by dividing the applicable Original Issue Price for the applicable Series Preferred by the applicable Conversion Price for such Series Preferred in effect at the time of conversion. The Conversion Price of each series of Series Preferred is referred to herein as the "Conversion Price". The "Series A1 Conversion Price" shall initially be equal to \$1.00. The "Series B Conversion Price" shall initially be equal to \$1.07842. The "Series B2 Conversion Price" shall initially be equal to \$1.12. The "Series C Conversion Price" shall initially be equal to \$2.30. Such initial Conversion Prices, and the rate at which shares of Series Preferred may be converted into shares of Common Stock, shall be subject to adjustment as provided below. In the event of a notice of redemption of any shares of Series B Preferred, Series B2 Preferred or Series C Preferred pursuant to Section B.6 hereof, 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 paid on such redemption date, in which case the Conversion Rights for such shares shall continue until such price is paid in full.

(b) **Fractional Shares.** No fractional shares of Common Stock shall be issued upon conversion of any Series Preferred. 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 Series Preferred the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

(c) **Mechanics of Conversion.**

(i) In order for a holder of Series Preferred to voluntarily convert shares of Series Preferred into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Series Preferred (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 Series Preferred (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Series Preferred represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form reasonably satisfactory to the Corporation, duly executed by the registered holder or such holder's attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent of such certificates (or lost certificate affidavit and agreement) and notice (or by the Corporation if the Corporation serves as its own transfer agent) shall be the time of conversion (the "Conversion Time"), and the shares of Common Stock issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time, issue and deliver at such office to such holder of Series Preferred, or to such holder's nominees, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled, together with cash in lieu of any fraction of a share.

(ii) The Corporation shall at all times when a series of Series Preferred shall be outstanding, reserve and keep available out of its authorized but unissued stock, for the purpose of effecting the conversion of such Series Preferred, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of such Series Preferred; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of such Series Preferred, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Certificate of Incorporation. Before taking any action which would cause an adjustment reducing the Conversion Price of any Series Preferred below the then par value of the shares of Common Stock issuable upon conversion of such Series Preferred, the Corporation will take any corporate action which may be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted Conversion Price.

(iii) All shares of Series Preferred which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares, including the rights, if any, to receive notices and to vote, shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor and to receive payment of any dividends declared but unpaid thereon. Any shares of Series Preferred so converted shall be retired and cancelled and shall not be reissued as shares of such series, and the Corporation (without the need for stockholder action) may from time to time take such appropriate action as may be necessary to reduce the authorized number of shares of Series Preferred accordingly.

(iv) Upon any such conversion, no adjustment to the applicable Conversion Price shall be made for any declared but unpaid dividends on the Series Preferred surrendered for conversion or on the Common Stock delivered upon conversion.

(v) The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Series Preferred pursuant to this Section B.4(c). The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Series Preferred so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

(d) **Adjustments to Series C Conversion Price for Diluting Issues.**

(i) **Special Definitions.** For purposes of this Section B.4, the following definitions shall apply:

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

(2) "Original Issue Date" shall mean the date on which the first share of Series C Preferred was issued.

(3) "Convertible Securities" shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for shares of Common Stock, but excluding Options.

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

(A) shares of Common Stock issued or issuable by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Sections B.4(j) or B.4(k) hereof;

(B) shares of Common Stock issued or deemed issued to employees, consultants or directors pursuant to stock option, stock grant, stock purchase or similar plans or arrangements approved by the Corporation's Board of Directors or a committee thereof (including, in either case, two of the JMI, NVP and Zon Directors), including without limitation upon the exercise of Options outstanding as of June 18, 2010, up to a maximum of 5,746,353 shares (or such higher number of shares as approved by written consent or affirmative vote of the Preferred Majority) plus any shares of Common Stock repurchased from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary who acquired such shares directly from the Corporation, if each such purchase is made pursuant to contractual rights held by the Corporation relating to the termination of employment or other business relationship of such former employee, officer, director, consultant or other person and the purchase price does not exceed the lesser of (x) the original issue price paid by such former employee, officer, director, consultant or other person for such shares or (y) the then fair market value of such shares, provided, however, that such purchase is approved by a the Preferred Majority; or

(C) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security.

(c) **No Adjustment of Conversion Price.** No adjustment in any Conversion Price shall be made as the result of the issuance of Additional Shares of Common Stock if: (a) the consideration per share (determined pursuant to Section B.4(h) hereof) for such Additional Shares of Common Stock issued or deemed to be issued by the Corporation is equal to or greater than the applicable Conversion Price in effect immediately prior to the issuance or deemed issuance of such Additional Shares of Common Stock, or (b) prior to such issuance or deemed issuance, the Corporation receives written notice from the Preferred Majority no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

(f) **Deemed Issue of Additional Shares of Common Stock.**

(i) If the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which, upon exercise, conversion or exchange thereof, would entitle the holder thereof to receive Exempted Securities pursuant to Sections B.4(d)(i)(4)(A), (B), or (C) hereof) 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 of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) 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, in case such a record date shall have been fixed, as of the close of business on such record date.

(ii) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to any Conversion Price pursuant to the terms of Section B.4(g) hereof, are revised (either automatically pursuant to the provisions contained therein or as a result of an amendment to such terms) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then, effective upon such increase or decrease becoming effective, the Conversion Prices computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no adjustment pursuant to this clause (B) shall have the effect of increasing the applicable Conversion Price to an amount which exceeds the lower of (i) such Conversion Price on the original adjustment date, or (ii) the Conversion Price that would have resulted from any issuances of Additional Shares of Common Stock between the original adjustment date and such readjustment date.

(iii) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which, upon exercise, conversion or exchange thereof, would entitle the holder thereof to receive Exempted Securities pursuant to Sections B.4(d)(i)(4)(A), (B), or (C) hereof), the issuance of which did not result in an adjustment to a Conversion Price pursuant to the terms of Section B.4(g) hereof (either because the consideration per share (determined pursuant to Section B.4(h) hereof) of the Additional Shares of Common Stock subject thereto was equal to or greater than such

Conversion Price then in effect, or because such Option or Convertible Security was issued before the Original Issue Date), are revised after the Original Issue Date (either automatically pursuant to the provisions contained therein or as a result of an amendment to such terms) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Section B.4(f)(i) hereof) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(iv) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to any Conversion Prices pursuant to the terms of Section B.4(g) hereof, such Conversion Prices shall be readjusted to the Conversion Price as would have obtained had such Option or Convertible Security never been issued.

(g) **Adjustment of Series Conversion Prices Upon Issuance of Additional Shares of Common Stock.** In the event the Corporation shall at any time after the Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section B.4(f) hereof), without consideration or for a consideration per share less than the applicable Conversion Price in effect immediately prior to such issue, then such Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP_2 = CP_1 * (A + B) \div (A + C)$$

For purposes of the foregoing formula, the following definitions shall apply:

"CP₂" shall mean the Conversion Price in effect immediately after such issue of Additional Shares of Common Stock

"CP₁" shall mean the Conversion Price in effect immediately prior to such issue of Additional Shares of Common Stock;

"A" shall mean the number of shares of Common Stock outstanding and deemed outstanding immediately prior to such issue of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such issuance with an exercise price that is then less than CP₁ or upon conversion of Convertible Securities (including the Series Preferred) outstanding immediately prior to such issue);

"B" shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued at a price per share equal to CP₁ (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP₁); and

"C" shall mean the number of such Additional Shares of Common Stock issued in such transaction.

(h) **Determination of Consideration.** For purposes of this Section B.4, the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(i) **Cash and Property:** Such consideration shall:

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

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

(3) 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 (1) and (2) above, as determined in good faith by the Board of Directors of the Corporation.

(ii) **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.4(f) hereof, relating to Options and Convertible Securities, shall be determined by dividing:

(1) the total amount, if any, received or receivable by the Corporation 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

(2) 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.

(i) **Multiple Closing Dates.** In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to any Conversion Price pursuant to the terms of Section B.4(g) hereof, and such issuance dates occur within a period of no more than 30 days from the first such issuance to the final such issuance, then, upon the final such issuance, the Conversion Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any adjustments as a result of any subsequent issuances within such period).

(j) **Adjustment for Stock Splits and Combinations.** If the Corporation shall at any time or from time to time after the Original Issue Date effect a subdivision of the outstanding Common Stock without a comparable subdivision of any Series Preferred, the Conversion Price of each such Series Preferred in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such Series Preferred shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Original Issue Date combine the outstanding shares of any Series Preferred without a comparable combination of the Common Stock, the Conversion Price of each such Series Preferred in effect immediately before that subdivision or combination shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such Series Preferred shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Original Issue Date combine the outstanding shares of Common Stock without a comparable combination of any Series Preferred, the Conversion Prices in effect immediately before the combination or subdivision shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each such Series Preferred shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Original Issue Date effect a subdivision of the outstanding shares of the any Series Preferred without a comparable subdivision of the Common Stock, the Conversion Price for each such Series Preferred in effect immediately before the combination or subdivision shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each such Series Preferred shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this Section B.4(j) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(k) **Adjustment for Certain Dividends and Distributions.** If the Corporation at any time or from time to time after the Original Issue Date 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 on the Common Stock in additional shares of Common Stock, then and in each such event each Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the applicable Conversion Prices then in effect by a fraction:

(i) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(ii) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution;

provided, however, that if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, each Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price shall be adjusted pursuant to this Section B.4(k) as of the time of actual payment of such dividends or distributions.

(l) **Adjustments for Other Dividends and Distributions.** If the Corporation at any time or from time to time after the Original Issue Date shall make or issue, or fix a

record date for the determination of holders of capital stock of the Corporation entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section B.1 hereof do not apply to such dividend or distribution, then and in each such event the holders of Series Preferred shall receive, simultaneously with the distribution to the holders of such capital stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding Series Preferred had been converted into Common Stock on the date of such event.

(m) **Adjustment for Merger or Reorganization, etc.** Subject to the provisions of Section B.3(e) hereof, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock, but not each Series Preferred (each such non-involved Series a "Non-Involved Series")), is converted into or exchanged for securities, cash or other property (other than a transaction covered by Sections (j), (k) or (l) of this Section B.4), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of such Non-Involved Series shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of such Non-Involved Series immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions in this Section B.4(m) with respect to the rights and interests thereafter of the holders of the Non-Involved Series, to the end that the provisions set forth in this Section B.4 (including provisions with respect to changes in and other adjustments of the applicable Conversion Price of each Non-Involved Series) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Non-Involved Series.

(n) **Notice of Record Date.** In the event:

(i) the Corporation shall take a record of the holders of its Common Stock (or other stock or securities at the time issuable upon conversion of any Series Preferred) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of stock of any class or any other securities, or to receive any other right; or

(ii) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event; or

(iii) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Series Preferred a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other stock or securities at the time issuable upon the conversion of the Series Preferred) shall be entitled to exchange their shares of Common Stock (or such other stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such

exchange applicable to the Series Preferred and the Common Stock. Such notice shall be sent at least 20 days prior to the record date or effective date for the event specified in such notice. Any notice required by the provisions hereof to be given to a holder of Series Preferred shall be deemed sent to such holder if deposited in the United States mail, postage prepaid, and addressed to such holder at his, her or its address appearing on the books of the Corporation.

(o) **Certificate as to Adjustments.** Upon the occurrence of each adjustment or readjustment of any Conversion Price pursuant to this Section B.4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than 10 days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series Preferred a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which such Series Preferred is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Series Preferred (but in any event not later than 10 days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Conversion Price then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of such Series Preferred.

5. Mandatory Conversion.

(a) All shares of each Series Preferred shall be converted automatically into the number of shares of the Corporation's Common Stock into which such shares of Series Preferred are then convertible under Section B.4 hereof, all in accordance with the terms of this Section B.5, immediately prior to the consummation of a Qualified IPO. All shares of any particular Series Preferred shall be converted automatically into the number of shares of Common Stock into which such shares of Series Preferred are then convertible under Section B.4 hereof, all in accordance with the terms of this Section B.5, upon the approval (by vote or written consent, as provided by law) by the holders of at least a majority of the outstanding shares of such Series Preferred (voting separately as a single class) to have all of the then outstanding shares of such Series Preferred converted. All such shares of Series Preferred may not be reissued by the Corporation as shares of such Series. The date upon which any such Series Preferred are converted under this Section B.5 is referred to as the "**Mandatory Conversion Date.**"

(b) All holders of record of shares of Series Preferred or any specific Series Preferred, as applicable, shall be given written notice of the Mandatory Conversion Date and the place designated for mandatory conversion of all such shares of Series Preferred pursuant to this Section B.5. Such notice need not be given in advance of the occurrence of the Mandatory Conversion Date. Such notice shall be sent by first class or registered mail, postage prepaid, or given by electronic communication in compliance with the provisions of the General Corporation Law, to each record holder of Series Preferred as applicable. Upon receipt of such notice, each holder of shares of the applicable Series Preferred shall surrender his, her or its certificate or certificates for all such shares to the Corporation at the place designated in such notice, and shall thereafter receive certificates for the number of shares of Common Stock to which such holder is entitled pursuant to this Section B.5. On the Mandatory Conversion Date, all outstanding shares of the applicable Series Preferred shall be deemed to have been converted into shares of Common Stock, which shall be deemed to be outstanding of record, and all rights with respect to such Series Preferred so converted, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate, except only the rights of the holders thereof, upon surrender of their certificate or certificates therefor, to receive certificates for the number of shares of Common Stock into which such Series Preferred has been converted, and payment of any declared but unpaid dividends thereon. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form

satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. As soon as practicable after the Mandatory Conversion Date and the surrender of the certificate or certificates for Series Preferred, the Corporation shall cause to be issued and delivered to such holder, or on his, her or its written order, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof and cash as provided in Section B.4(b) hereof in respect of any fraction of a share of Common Stock otherwise issuable upon such conversion.

(c) All certificates evidencing shares of Series Preferred which are required to be surrendered for conversion in accordance with the provisions hereof shall, from and after the Mandatory Conversion Date, be deemed to have been retired and cancelled and the shares of Series Preferred represented thereby converted into Common Stock for all purposes, notwithstanding the failure of the holder or holders thereof to surrender such certificates on or prior to such date. Such converted Series Preferred may not be reissued as shares of such Series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Series Preferred accordingly.

6. Redemption. The Corporation shall not have the right to call or redeem at any time all or any shares of Preferred Stock, except as set forth in this Section B.6.

(a) **Series C Redemption.** At any time on or after June 18, 2015, the holders of a majority of the then outstanding Series C Preferred may request that the Corporation redeem all of the outstanding shares of Series Preferred pursuant to the terms of this Section B.6 (the "Series C Redemption Request"). Upon receipt of the Series C Redemption Request, the shares of Series C Preferred shall be redeemed by the Corporation, for cash out of funds lawfully available therefor, at a per share redemption price (the "Series C Redemption Price") equal to the greater of: (i) the Series C Original Issuance Price plus an amount equal to all Accruing Dividends unpaid thereon (whether or not declared) and any other dividends declared but unpaid thereon, computed to the date of payment, or (ii) the as-converted to Common Stock value determined by reference to the then fair market value of the Corporation, as determined in good faith by the Board of Directors of the Corporation, in two equal annual installments commencing upon the date 120 days after the receipt of the Series C Redemption Request by the Corporation (such date of each such installment being referred to as a "Series C Redemption Date"). On each Series C Redemption Date, the Corporation shall redeem, on a pro rata basis in accordance with the number of shares of Series C Preferred owned by each holder that number of outstanding shares of Series C Preferred determined by dividing (i) the total number of shares of Series C Preferred outstanding immediately prior to such Series C Redemption Date by (ii) the number of remaining Series C Redemption Dates (including the Series C Redemption Date to which such calculation applies). If the Corporation does not have sufficient funds legally available to redeem on any Series C Redemption Date all shares of Series C Preferred and of any other class or series of stock to be redeemed on such Series C Redemption Date, the Corporation shall redeem a pro rata portion of each holder's redeemable shares of such stock 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 shares, and shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. Notwithstanding the foregoing or anything to the contrary provided in this Certificate of Incorporation, the Corporation shall not redeem any shares of any other series of Preferred Stock or otherwise so long as at least 50% of the shares of Series C Preferred issued on the Original Issue Date (as adjusted for stock dividends, splits, combinations or recapitalizations) remain outstanding.

(b) **Series B/B2 Redemption.** At any time on or after June 18, 2015, the holders of a majority of the then outstanding shares of Series B Preferred and Series B2 Preferred, voting

together as a single class, may request that the Corporation redeem all of the outstanding shares of Series B Preferred and Series B2 Preferred pursuant to the terms of this Section B.6 (the "**Series B Redemption Request**"). Upon receipt of the Series B Redemption Request, the shares of Series B Preferred and Series B2 Preferred shall be redeemed pro rata by the Corporation, for cash out of funds lawfully available therefor, at a per share redemption price (the "**Series B Redemption Price**") equal to the greater of: (i) 150% of the Series B Original Issuance Price or Series B2 Original Issue Price, as applicable, plus an amount equal to all Accruing Dividends unpaid thereon (whether or not declared) and any other dividends declared but unpaid thereon, computed to the date of payment, or (ii) the as-converted to Common Stock value determined by reference to the then fair market value of the Corporation, as determined in good faith by the Board of Directors of the Corporation, in two equal annual installments commencing upon the date 120 days after the receipt of the Series B Redemption Request by the Corporation (such date of each such installment being referred to as a "**Series B Redemption Date**"). On each Series B Redemption Date, the Corporation shall redeem, on a pro rata basis in accordance with the number of shares of Series B Preferred and Series B2 Preferred owned by each holder that number of outstanding shares of Series B and Series B2 Preferred determined by dividing (i) the total number of shares of Series B Preferred and Series B2 Preferred outstanding immediately prior to such Series B Redemption Date by (ii) the number of remaining Series B Redemption Dates (including the Series B Redemption Date to which such calculation applies). If the Corporation does not have sufficient funds legally available to redeem on any Series B Redemption Date all shares of Series B Preferred and Series B2 Preferred on such Redemption Date, the Corporation shall redeem a pro rata portion of each holder's redeemable shares of such stock 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 shares, and shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. For purposes hereof the Series C Redemption Request and Series B Redemption Request are collectively referred to as a "**Redemption Request**," Series C Redemption Price and Series B Redemption Price are collectively referred to as a "**Redemption Price**," and the Series C Redemption Date and the Series B Redemption Date are collectively referred to as a "**Redemption Date**."

(c) **Redemption Notice.** Written notice of the mandatory redemption pursuant to this Section B.6 (the "**Redemption Notice**") shall be mailed, postage prepaid, to each holder of record of Series C Preferred, Series B Preferred and Series B2 Preferred, as applicable, at its post office address last shown on the records of the Corporation, not less than 40 days prior to each Redemption Date. Each Redemption Notice shall state:

(i) the number of shares of Series Preferred held by the holder that the Corporation shall redeem on the Redemption Date specified in the Redemption Notice;

(ii) the Redemption Date and the Redemption Price;

(iii) the date upon which the holder's right to convert such shares terminates (as determined in accordance with Section B.4(a) hereof); and

(iv) that the holder is to surrender to the Corporation, in the manner and at the place designated, such holder's certificate or certificates representing the shares of Series Preferred to be redeemed.

(d) **Surrender of Certificates; Payment.** On or before the applicable Redemption Date, each holder of shares of Series Preferred to be redeemed on such Redemption Date, unless such holder has exercised such holder's right to convert such shares as provided in Section B.4 hereof, shall surrender the certificate or certificates representing such shares to the Corporation, in the

manner and at the place designated in the Redemption Notice, and thereupon 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, and each surrendered certificate shall be canceled and retired. In the event less than all of the shares of any Series Preferred represented by a certificate are redeemed, a new certificate representing the unredeemed shares of such Series Preferred shall promptly be issued to such holder.

(e) **Rights Subsequent to Redemption.** If the Redemption Notice shall have been duly given, and if on the applicable Redemption Date the Redemption Price payable upon redemption of the shares of Series Preferred 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, then notwithstanding that the certificates evidencing any of the shares of Series Preferred so called for redemption shall not have been surrendered, dividends with respect to such Series Preferred 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.

(f) **Redeemed or Otherwise Acquired Shares.** Any shares of Series Preferred which are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately canceled 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 Series Preferred following redemption.

(g) **Failure to Redeem.** If the Corporation fails, for any reason or for no reason, to redeem on any Redemption Date all of the then outstanding shares of Series Preferred required to be redeemed in accordance with the terms and conditions of Section B.6 hereof, then the holders of the then outstanding shares of Series Preferred shall have the right to receive interest on the payment of their respective Redemption Prices at a rate per annum equal to twelve percent (12%), which shall begin to accrue 180 days following any such Redemption Date. Such interest shall be calculated on the basis of a year of 365 days and for the number of days actually elapsed.

(h) **Priority.** The Series B Preferred and Series B2 Preferred shall rank (i) junior to the Series C Preferred and (ii) senior to all other current and future series or class of capital stock of the Corporation as it relates to redemption rights.

7. **Waiver.** Any of the rights, powers or preferences of the holders of any Series Preferred set forth herein may be defeased by the affirmative consent or vote of the holders of at least a majority of the shares of such Series Preferred then outstanding.

8. **Restrictions and Limitations.**

(a) **Special Series C Approval Rights.** So long as at least 25% of the maximum number of shares of Series C Preferred issued by the Corporation remain outstanding (as adjusted for stock dividends, splits, combinations or recapitalizations), except where the vote or written consent of the holders of a greater number of shares of the Corporation is required by law or by this Certificate of Incorporation, and in addition to any other vote required by law or by this Certificate of Incorporation, without the written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of Series C Preferred, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, the Corporation shall not, and shall not permit any of its subsidiaries to, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following:

(i) amend, alter, repeal or waive any provision of this Certificate of Incorporation or bylaws of the Corporation, whether by merger, consolidation or otherwise, if such action would alter the rights, preferences, privileges or powers of, or restrictions provided for the benefit of the Series C Preferred;

(ii) authorize or create (by reclassification, merger or otherwise) any new class or series having rights, preferences or privileges with respect to dividends, redemption or payments upon liquidation senior to or on parity with the Series C Preferred or having voting rights other than those granted to the Preferred Stock generally;

(iii) purchase or redeem or pay or declare any dividend or make any distribution on, any shares of stock other than the Series C Preferred as expressly authorized herein, or permit any subsidiary of the Corporation to take any such action, except for (A) dividends or other distributions payable on the Common Stock solely in the form of additional shares of Common Stock and (B) the purchase of shares of Common Stock from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary who acquired such shares directly from the Corporation, if each such purchase is made pursuant to contractual rights held by the Corporation relating to the termination of employment or other business relationship of such former employee, officer, director, consultant or other person and the purchase price does not exceed the lesser of (x) the original issue price paid by such former employee, officer, director, consultant or other person for such shares or (y) the then fair market value of such shares, provided, however, that such purchase is approved by a majority of the then outstanding shares of Series C Preferred;

(iv) redeem or otherwise acquire any shares of Series C Preferred except as expressly authorized in Section B.6 hereof or pursuant to a purchase offer made pro rata to all holders of the shares of Series C Preferred on the basis of the aggregate number of outstanding shares of Series C Preferred then held by each such holder; or

(v) create, or authorize the creation of, or issue or sell, or authorize the issuance or sale of, or permit any subsidiary to take any such action, any debt security in excess, either individually or in the aggregate when combined with all other debt securities of the Corporation, of \$15,000,000, including, without limitation, any borrowings, any commercial debt financing and any debt security which by its terms is convertible into or exchangeable for any equity security of the Corporation; or

(vi) consent or agree to any of the foregoing..

(b) **Other Special Approval Rights.** Except where the vote or written consent of the holders of a greater number of shares of the Corporation is required by law or by this Certificate of Incorporation, and in addition to any other vote required by law or this Certificate of Incorporation, without the written consent or affirmative vote of the Preferred Majority, the Corporation shall not, and shall not permit any of its subsidiaries to, either directly or indirectly by amendment, merger, consolidation or otherwise:

(i) liquidate, dissolve or wind-up, consolidate or merge into or with any other entity or entities in a transaction in which the stockholders of the Corporation immediately prior to the transaction will hold stock representing less than a majority of the voting power of the outstanding stock of the surviving corporation immediately after giving effect to such transaction;

(ii) authorize a merger, acquisition or sale of substantially all of the assets of the Corporation (other than a merger exclusively to effect a change of domicile of the Corporation);

(iii) sell all or substantially all of its assets; create, or authorize the creation of, or issue or sell, or authorize the issuance or sale of, or permit any subsidiary to take any such action, any debt security, including, without limitation, any debt security which by its terms is convertible into or exchangeable for any equity security of the Corporation and any security of the Corporation which is a combination of debt and equity;

(iv) authorize or create (by reclassification, merger or otherwise) any new class or series having rights, preferences or privileges with respect to dividends, redemption or payments upon liquidation senior to or on parity with the Series B Preferred or Series B2 Preferred or having voting rights other than those granted to the Preferred Stock generally;

(v) increase the number of shares of Common Stock reserved under the Corporation's equity incentive plans;

(vi) create, or authorize the creation of, or issue or sell, or authorize the issuance or sale of, or permit any subsidiary to take any such action, any debt security, including, without limitation, any commercial debt financing and any debt security which by its terms is convertible into or exchangeable for any equity security of the Corporation; or

(vii) consent or agree to any of the foregoing.

C. Preemptive Rights. Stockholders of the Corporation shall have no preemptive rights except as granted by the Corporation pursuant to any written agreements, including the Stockholders Agreement.

D. Notices. Any notice required by the provisions of this Article IV shall be in writing and shall be deemed effectively given (1) upon personal delivery to the party to be notified, (2) when sent by confirmed facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (3) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (4) one day after deposit with an internationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of the Corporation.

ARTICLE V.

A. The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed at such number as determined in accordance with the Bylaws of the Corporation.

B. The directors of the Corporation need not be elected by written ballot unless the By-laws so provide.

ARTICLE VI.

A. The liability of the directors for monetary damages shall be eliminated to the fullest extent under applicable law.

B. Each person who is or was or had agreed to become a director or officer of the Corporation, or each such person who is or was serving or who had agreed to serve at the request of the Board of Directors or an officer of the Corporation as an employee or agent of the Corporation or as a director, officer, employee or agent of another corporation, limited liability Corporation, partnership, joint venture, trust or other enterprise (including the heirs, executors, administrators or estate of such person), shall be indemnified by the Corporation to the fullest extent permitted by the DGCL of the State of Delaware or any other applicable laws as presently or hereafter in effect. Without limiting the generality or the effect of the foregoing, the Corporation may enter into one or more agreements with any person which provide for indemnification greater or different than that provided in this Article VI.

C. Any repeal or modification of this Article VI shall be prospective and shall not affect the rights under this Article VI in effect at the time of the alleged occurrence of any act or omission to act giving rise to liability or indemnification.

ARTICLE VII.

Subject to the express provisions of this Certificate of Incorporation, 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 all rights conferred upon the stockholders herein are granted subject to this reservation.

ARTICLE VIII.

The Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "Excluded Opportunity" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, (i) any Director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of any series of Preferred Stock or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, "Covered Persons"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a Director of the Corporation.

Any repeal or amendment of this Article VIII shall be prospective only and shall not adversely affect any limitation on the liability of a Director of the Corporation existing at the time of such repeal or amendment.

ARTICLE IX.

The Corporation shall indemnify each of the Corporation's Directors and officers (and each of the Corporation's former Directors and officers) in each and every situation where, under Section 145 of the DGCL ("Section 145"), the Corporation is permitted or empowered to make such indemnification. The Corporation may, in the sole discretion of the Board of Directors, indemnify any other person who may be indemnified pursuant to Section 145 to the extent the Board of Directors deems advisable, as permitted by Section 145. The Corporation shall promptly make or cause to be made any determination required to be made pursuant to Section 145.


The Corporation shall, if so requested by a Director or officer, advance expenses (including attorneys' fees) incurred by a Director or officer in advance of the final disposition of such action, suit or proceeding upon the receipt of an undertaking by and on behalf of the Director or officer to repay such

amount if it shall ultimately be determined that such Director or officer is not entitled to indemnification. The Corporation may advance expenses (including attorneys' fees) incurred by an employee or agent in advance of the final disposition of such action, suit or proceeding upon such terms and conditions, if any, as the Board of Directors deems appropriate.

ARTICLE X.

Notwithstanding the provisions of Section 242(b)(2) of the DGCL to the contrary, the number of shares of authorized Common Stock of the Corporation may be increased or decreased by the affirmative vote of the holders of a majority of the outstanding shares of capital stock of the Corporation entitled to vote thereon, voting together as a single class.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed this 13th day of June 2010, by the undersigned who affirms that the statements made herein are true and correct.

By: 
Name: R.S. Portin
Title: CEO