

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
AMPLA PHARMACEUTICALS, INC.**

Ampla Pharmaceuticals, Inc., a Delaware corporation, hereby certifies as follows:

1. The name of the corporation is Ampla Pharmaceuticals, Inc. (the "Corporation"). The Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on May 5, 2006, under the name Blue Dog Therapeutics, Inc. A Certificate of Amendment was filed on August 10, 2006 to change the name of the Corporation to Ampla Pharmaceuticals, Inc.
2. The Certificate of Incorporation, as amended, is hereby further amended, among other provisions, to amend Article Fourth by substituting in lieu of said Article Fourth a new Article Fourth as set forth in the Restated Certificate of Incorporation set forth below.
3. This Amended and Restated Certificate of Incorporation amends, restates and integrates the provisions of the Certificate of Incorporation of said Corporation and has been duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware.
4. Pursuant to Section 228(a) of the General Corporation Law of the State of Delaware, the holders of outstanding shares of the Corporation having no less than the minimum number of votes that would be necessary to authorize or take such actions at a meeting at which all shares entitled to vote thereon were present and voted consented to the adoption of the aforesaid amendment without a meeting, without a vote and without prior notice and that written notice of the taking of such actions is being given in accordance with Section 228(e) of the General Corporation Law of the State of Delaware.
5. The text of the Restated Certificate of Incorporation of the Corporation, as amended and restated herein, shall read in its entirety as follows:

RESTATED CERTIFICATE OF INCORPORATION

OF

AMPLA PHARMACEUTICALS, INC.

FIRST: The name of the Corporation (hereinafter referred to as the "Corporation") is Ampla Pharmaceuticals, Inc.

SECOND: The address, including street, number, city and county, of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400,

in the City of Wilmington, County of New Castle, and its registered agent at such address is Corporation Service Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware or any successor statute.

FOURTH: The aggregate number of shares which the Corporation shall have the authority to issue shall be 30,000,000 shares, consisting of 18,000,000 shares of Common Stock, par value \$.0001 per share (the "Common Stock") and 12,000,000 shares of Preferred Stock, par value \$.0001 per share (the "Preferred Stock"), of which 12,000,000 shares are designated Series A Participating Preferred Stock ("Series A Preferred").

The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding or reserved for issuance upon conversion of any securities of the Corporation) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware.

The relative powers, designations, preferences, special rights, privileges, qualifications, limitations, restrictions and other matters relating to such Common Stock and the Preferred Stock are as set forth below in this Article FOURTH.

A. Common Stock.

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

2. Voting. The holders of Common Stock are entitled to one vote for each share held.

3. Dividends. Dividends may be declared and paid on Common Stock from funds lawfully available therefor if, as and when determined by the Board of Directors of the Corporation (the "Board") in their sole discretion, subject to provisions of law, any provision of this Amended and Restated Certificate of Incorporation, as amended from time to time, and subject to the relative rights and preferences of any shares of Preferred Stock authorized and issued hereunder.

4. Liquidation. Upon the liquidation, dissolution, shut down, cessation of business or other winding up of the affairs the Corporation, whether voluntary or involuntary, or the occurrence of a Liquidity Event (as defined herein) holders of Common Stock will be entitled to receive pro rata all assets of the Corporation available for distribution to its stockholders, subject, however, to the liquidation rights specified herein of the holders of Preferred Stock authorized and issued hereunder.

B. Series A Preferred.

The designations and the powers, preferences and rights of, and the qualifications, limitations and restrictions of the Series A Preferred are as follows:

1. Liquidation Rights.

(a) Treatment at Liquidation, Dissolution or Winding Up.

(i) Except as otherwise provided in Section 1(b) below, in the event of any voluntary or involuntary liquidation, dissolution, shut down, cessation of business or other winding up of the affairs of the Corporation (a "Liquidity Event"), the holders of Series A Preferred shall be entitled to be paid out of the assets of the Corporation legally available for distribution to holders of the Corporation's capital stock of all classes, before a payment or distribution of any of such assets to the holders of any other class or series of the Corporation's capital stock designated to be junior to the Series A Preferred, (A) an amount per share equal to \$1.00 (which amount shall be subject to equitable adjustment whenever there shall occur a stock split, stock combination, stock dividend or other similar event with respect to the Series A Preferred and, as so adjusted from time to time, is hereinafter referred to as the "Applicable Base Liquidation Price"), plus (B) payment of all dividends accrued or declared but unpaid, to and including the date of distribution with respect to such Liquidity Event (the "Preference Amount").

(ii) Following the payments specified under Section 1(a)(i) above, any remaining assets of the Corporation shall be distributed pro rata on a pari passu basis to the holders of the Common Stock and Series A Preferred, on an as-converted basis.

(iii) If the assets of the Corporation shall be insufficient to permit the payment in full to the holders of Series A Preferred of all amounts distributable to them under Section 1(a)(i) hereof, then the entire assets of the Corporation available for such distribution shall be distributed ratably among the holders of Series A Preferred in proportion to the respective amounts they would be entitled to receive if the assets of the Corporation were sufficient to permit the payment in full of all amounts distributable to them under Section 1(a)(i) hereof.

(b) Treatment of Sales, Mergers and Reorganizations. Any (i) sale, lease, exchange, conveyance or other disposition of all or substantially all of the assets of the Corporation (an "Asset Transfer"), (ii) consolidation or merger of the Corporation with or into any other corporation or other entity or person, or any other corporate reorganization, in which the stockholders of the Corporation immediately prior to such consolidation, merger or reorganization, own less than fifty percent (50%) of the voting power of the surviving entity immediately after such consolidation, merger or reorganization (a "Merger") or (iii) any transaction or series of related transactions to which the Corporation is a party in which in excess of fifty percent (50%) of the Corporation's voting power is transferred (an "Acquisition" and,

together with any Asset Transfer or a Merger, a "Sale Event") shall be deemed to be a Liquidity Event for purposes of this Section 1, unless otherwise determined by the affirmative election by vote or with consent of the holders of at least fifty-five percent (55%) of the voting power of the Series A Preferred; provided that a Sale Event shall not include any transaction involving only a change in the state of incorporation of the Corporation.

(c) Distributions other than Cash. Whenever the distribution provided for in this Section 1 shall be payable in property other than cash, the value of such property shall be the fair market value of such property as determined in good faith by the Board, except that property consisting of securities that are registered under the Securities Act of 1933, as amended (the "Act"), that are freely-tradable upon issuance and are not subject to investment letter, lock-up letter or any similar restriction on free marketability and transferability, shall be valued as follows:

(i) if traded on a securities exchange, the value shall be deemed to be the average of the security's closing prices on such exchange over the thirty (30) day period ending three (3) days prior to the distribution;

(ii) if 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 thirty (30) day period ending three (3) days prior to the distribution;

(iii) if 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; and

(iv) if such securities are subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate), the method of valuation of such securities shall be to make an appropriate discount from the market value determined in clauses (i), (ii) or (iii) above, as applicable, to reflect the approximate fair market value thereof, as determined by the Board of Directors.

2. Conversion. The holders of Series A Preferred shall have conversion rights as follows:

(a) Right to Convert; Conversion Price. Each share of Series A Preferred shall be convertible, without the payment of any additional consideration by the holder thereof and at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation, into such number of fully paid and non-assessable shares of Common Stock as is determined by dividing (1) the Applicable Base Liquidation Price by (2) the Applicable Conversion Price, determined as hereinafter provided, in effect at the time of conversion. The Applicable Conversion Price for purposes of calculating the number of shares of Common Stock deliverable upon conversion shall initially be equal to \$1.00. Such initial

Applicable Conversion Price shall be subject to adjustment, in order to adjust the number of shares of Common Stock into which the Series A Preferred is convertible, as hereinafter provided.

(b) Mechanics of Conversion. Before any holder of Series A Preferred shall be entitled to convert the same into full shares of Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation and shall give written notice to the Corporation at such office that such holder elects to convert the same and shall state therein the name of such holder or the name or names of the nominees of such holder in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. No fractional shares of Common Stock shall be issued upon conversion of any shares of Series A Preferred. In lieu of any fractional shares of Common Stock to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then effective Applicable Conversion Price. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Series A Preferred, or to such holder's nominee or nominees, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid, together with cash in lieu of any fraction of a share. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Series A Preferred to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date.

(c) Automatic Conversion.

(i) Each share of Series A Preferred shall automatically be converted into such number of fully paid and non-assessable shares of Common Stock as determined by dividing (1) the Applicable Base Liquidation Price by (2) the Applicable Conversion Price in effect at the time of conversion upon the earlier to occur of the following:

(A) Immediately prior to the closing of a firm commitment underwritten public offering pursuant to an effective registration statement under the Act, covering the offer and sale of Common Stock at an initial public offering price per share (prior to underwriter commissions and expenses) of not less than \$4.00 (subject to equitable adjustment in the event of any stock dividend, stock split, combination, reorganization, recapitalization or similar event involving a change in the Common Stock) with aggregate gross proceeds to the Corporation of not less than \$40,000,000 (a "Qualified Public Offering"); or

(B) The affirmative vote thereof or consent of the holders of at least fifty-five percent (55%) of the Series A Preferred, voting together as a separate class.

(ii) Upon the occurrence of an event specified in Section 2(c) (i) hereof, all shares of Series A Preferred shall be converted automatically without any further action by any holder of such shares and whether or not the certificate or certificates representing such shares are surrendered to the Corporation; provided, however, that the Corporation shall not be obligated to issue a certificate or certificates evidencing the shares of Common Stock into which such shares of Series A Preferred were convertible unless the certificate or certificates representing such shares of Series A Preferred being converted are either delivered to the Corporation, or the holder notifies the Corporation that such certificate or certificates have been lost, stolen, or destroyed and executes and delivers an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection therewith and, if the Corporation so elects, provides an appropriate indemnity.

(iii) Upon the occurrence of an event specified in Section 2(c)(i) hereof, each holder of Series A Preferred shall surrender the certificate or certificates representing such holder's shares of Series A Preferred at the office of the Corporation. Thereupon, there shall be issued and delivered to such holder, promptly at such office and in such holder's name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of Series A Preferred surrendered were convertible on the date on which such automatic conversion occurred. No fractional shares of Common Stock shall be issued upon the automatic conversion of Series A Preferred. In lieu of any fractional shares of Common Stock to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then effective Applicable Conversion Price.

(d) Adjustments to Conversion Price for Diluting Issues.

(i) Special Definitions. For purposes of this Section 2(d), the following definitions shall apply:

(A) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to Section 2(d)(ii) hereof, deemed to be issued) by the Corporation after the Original Issue Date, other than Excluded Securities.

(B) "Bonus Warrants" shall have the meaning set forth in Section 2(e)(v)(B) below.

(C) "Convertible Securities" shall mean any evidences of indebtedness, shares (other than Common Stock or Preferred Stock) or other securities directly or indirectly convertible into or exchangeable for Common Stock.

(D) "Excluded Securities" shall mean

(I) shares of Common Stock or Options issued under the Corporation's 2006 Employee, Director and Consultant Stock Option Plan (the "Plan") or under any new stock plan, in each case as approved by the Board, including the affirmative vote of at least one Series A Director, and (b) shares of Common Stock issued in connection with the exercise of any Option issued in accordance with the foregoing clause (a).

(II) Founders Warrants and shares of Common Stock issued or issuable upon exercise of the Founders Warrants;

(III) shares of Common Stock or Convertible Securities issued or issuable (a) in connection with a bona fide business acquisition by the Corporation, whether by merger, consolidation, sale of assets, sale or exchange of stock or otherwise, in each case as approved by the Board, including the affirmative vote of at least one Series A Director and (b) in connection with the conversion of any such Convertible Securities issued in accordance with the foregoing clause (a);

(IV) shares of Common Stock or Convertible Securities issued or issuable (a) to vendors, commercial lenders, equipment lessors, landlords, executive recruiters or similar entities in connection with bona fide equipment, or real estate lease financings, debt financings, employee search engagements or similar transactions, the terms of which are approved by the Board, including the affirmative vote of at least one Series A Director, and (b) in connection with the conversion of any such Convertible Securities issued in accordance with the foregoing clause (a);

(V) shares of Common Stock or Convertible Securities issued or issuable (a) in connection with a joint venture or licensing partner in any strategic alliance, joint venture or licensing arrangement, the terms of which are approved by the Board, including the affirmative vote of at least one Series A Director, and (b) in connection with the conversion of any such Convertible Securities issued in accordance with the foregoing clause (a);

(VI) shares of Series A Preferred issued after the Original Issue Date pursuant to the Preferred Stock Purchase Agreement;

(VII) Bonus Warrants and shares of Series A Preferred issued or issuable upon exercise of the Bonus Warrants;

(VIII) shares of Common Stock issued or issuable upon conversion of shares of Series A Preferred;

(IX) shares of Common Stock issued or issuable as a dividend on the shares of Series A Preferred;

(X) shares of Common Stock issued by reason of a dividend, stock split or other distribution on shares of Common Stock to the extent an adjustment is made with respect to such dividend, stock split or other distribution on shares of Common Stock under Section 2(d)(v) hereof;

(XI) shares of Common Stock issued or issuable (a) in a Qualified Public Offering, or (b) upon exercise of warrants or rights granted to underwriters in connection with a Qualified Public Offering; and

(XII) shares of Common Stock issued or issuable in connection with any transaction where such securities so issued are deemed Excluded Securities by the affirmative vote of at least a majority of the Board of Directors, including the affirmative vote of at least one Series A Director.

The Excluded Securities shall include any additional shares of Common Stock as may be issued or deemed issued by virtue of antidilution provisions, if any, contained in the terms of such Options or Convertible Securities, as the case may be.

(E) “Founders Warrants” shall mean Options to acquire Common Stock to be granted to each of James Hauske, Tim Harris, Advent Healthcare and Life Sciences III-A Limited Partnership, Advent Healthcare and Life Sciences III Limited Partnership, and Advent Partners HLS III Limited Partnership pursuant to the terms of a warrant in substantially the form attached as Exhibit I to the Preferred Stock Purchase Agreement by and between each of the foregoing persons and the Corporation, as amended or modified in accordance with its terms.

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

(G) “Original Issue Date” shall mean, in the case of the Series A Preferred, the date on which shares of Series A Preferred were first issued.

(H) “Preferred Stock Purchase Agreement” shall mean that certain Preferred Stock Purchase Agreement by and among the Corporation and the holders of the Series A Preferred pursuant to which

the shares of Series A Preferred were issued and sold, as amended or modified in accordance with its terms.

(I) "Series A Directors" shall mean those directors nominated by the holders of the Series A Preferred pursuant to Section 3(c) hereof.

(ii) Issue of Securities Deemed Issue of Additional Shares of Common Stock.

(A) Options and Convertible Securities. In the event the Corporation at any time after the Original Issue Date shall issue any Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue provided that Additional Shares of Common Stock shall not be deemed to have been issued unless the consideration per share (determined pursuant to Section 2(d)(iv) hereof) of such Additional Shares of Common Stock would be less than the Applicable Conversion Price in effect immediately prior to such issue, and provided further that in any such case in which Additional Shares of Common Stock are deemed to be outstanding:

(I) Except as provided in clause (II) below, no further adjustment in the Applicable Conversion Price shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities;

(II) If such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any increase in the consideration payable to the Corporation, or decrease in the number of shares of Common Stock issuable upon the exercise, conversion or exchange thereof, the Applicable Conversion Price computed upon the original issue thereof, and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities;

(III) Upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Applicable

Conversion Price computed upon the original issue thereof and any subsequent adjustments based thereon, shall, upon such expiration, be recomputed as if:

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

(b) In the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common Stock deemed to have been then issued was the consideration actually received by the Corporation for the issue of all such Options, whether or not exercised, plus the consideration deemed to have been received by the Corporation (determined pursuant to Section 2(d)(iv)) upon the issue of the Convertible Securities with respect to which such Options were actually exercised,

(IV) No readjustment pursuant to clause (II) or (III) above shall have the effect of increasing the Applicable Conversion Price to an amount which exceeds the lower of (a) the Applicable Conversion Price on the original adjustment date, or (b) the Applicable Conversion Price that would have resulted from any issuance of Additional Shares of Common Stock between the original adjustment date and such readjustment date; and

(V) In the case of any Options which expire by their terms not more than sixty (60) days after the date of issue thereof, no adjustment of the Applicable Conversion Price shall be made until the expiration or exercise of all such Options,

whereupon such adjustment shall be made in the same manner provided in clause (III) above.

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

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

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

(iii) Adjustment of Applicable Conversion Price Upon Issuance of Additional Shares of Common Stock.

(A) In the event the Corporation shall issue Additional Shares of Common Stock (including, without limitation, Additional Shares of Common Stock deemed to be issued pursuant to Section 2(d)(ii)(A) but excluding Additional Shares of Common Stock issued or deemed to be issued pursuant to Section 2(d)(ii)(B), which event is dealt with in Section 2(d)(v) hereof), without consideration or for a consideration per share less than the Applicable Conversion Price in effect for the Series A Preferred immediately prior to such issue, then and in such event, such Applicable Conversion Price for the Series A Preferred shall be reduced, concurrently with such issue, to a price equal to the lowest consideration per share for which such shares of Common Stock are issued; provided that in no event will the Applicable Conversion Price be reduced below the par value of one share of Common Stock.

(B) For the purposes of Section 2(d)(iii)(A) hereof, (i) all shares of Common Stock issuable upon conversion of shares of Series A Preferred and upon exercise of Options or conversion or exchange of Convertible Securities outstanding immediately prior to any issue of Additional Shares of Common Stock, shall be deemed to be outstanding and (ii) immediately after any Additional Shares of Common Stock are deemed issued pursuant to Section 2(d)(ii), such Additional Shares of Common Stock shall be deemed to be outstanding.

(C) Notwithstanding anything to the contrary contained herein, the Applicable Conversion Price in effect at the time Additional Shares of Common Stock are issued or deemed to be issued shall not be reduced pursuant to Section 2(d)(iii)(A) hereof at such time if the amount of such reduction would be an amount less than \$0.01, but any such amount shall be carried forward and reduction with respect thereto made at the time of and together with any subsequent reduction which, together with such amount and any other amount or amounts so carried forward, shall aggregate \$0.01 or more.

(iv) Determination of Consideration. For purposes of this Section 2(d), the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(A) Cash and Property. Such consideration shall:

(I) Insofar as it consists of cash, be computed, at the aggregate amounts of cash received by the Corporation excluding amounts paid or payable for accrued interest or accrued dividends and less any discounts, commissions or other expenses incurred by the Corporation for any underwriting or otherwise in connection with the issuance or sale of such Additional Shares of Common Stock;

(II) 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;

(III) In the event that 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 (I) and (II) above, as determined in good faith by the Board of Directors.

(B) 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 2(d)(ii)(A), relating to Options and Convertible Securities, shall be determined by dividing (I) 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 (II) 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.

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

(A) Stock Dividends, Distributions or Subdivisions. In the event the Corporation shall issue Additional Shares of Common Stock pursuant to Section 2(d)(ii)(B) in a stock dividend, stock distribution or subdivision, the Applicable Conversion Price in effect immediately prior to such stock dividend, stock distribution or subdivision shall concurrently with the effectiveness of such stock dividend, stock distribution or subdivision, be proportionately decreased.

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

(vi) Adjustments for Reclassification, Exchange and Substitution. Subject to Section 1 above, if at any time after the filing of this Amended and Restated Certificate of Incorporation, the Common Stock issuable upon conversion of the Series A Preferred shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for above), then, in any such event, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive, each holder of Series A Preferred shall have the right thereafter to convert such shares of Series A Preferred into a number of shares of such other class or classes of stock which a holder of the number of shares of Common Stock deliverable upon conversion of the Series A Preferred immediately before that change would have been entitled to receive in such reorganization or reclassification, all subject to further adjustment as provided herein with respect to such other shares.

(vii) Other Distributions. Subject to Section 1 above, in the event the Corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by the Corporation or

other persons, assets (excluding cash dividends) or options or rights not referred to in Section 2(d)(ii), in each case as permitted hereunder, then, in each such case for the purpose of this Section 2(d)(vii), the holders of Series A Preferred shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of this Corporation into which their shares of Series A Preferred are convertible as of the record date fixed for the determination of the holders of Common Stock of the Corporation entitled to receive such distribution.

(e) Pay to Play.

(i) Unless waived by the holders of not less than fifty-five (55%) percent of the Series A Preferred, each share of Series A Preferred held by any holder of shares of Series A Preferred that does not participate in a Qualified Financing (as defined below) by purchasing in the aggregate, and within the time period specified by the Corporation, at least fifty (50%) percent of such holder's Pro Rata Amount (as defined below), shall automatically, and without any further action on the part of such holder, be converted as of the closing of the Qualified Financing into fully paid and nonassessable shares of Common Stock at the then Applicable Conversion Rate, determined as of immediately prior to the closing of the Qualified Financing. Upon such conversion (a "Special Mandatory Conversion"), any shares of Series A Preferred so converted shall be cancelled and not subject to reissuance.

For purposes of determining the number of Offered Securities that a holder of Series A Preferred has purchased in a Qualified Financing, all Offered Securities purchased by Affiliates of such holder shall be aggregated with the Offered Securities purchased by such holder (provided that no shares or securities shall be attributed to more than one entity or person within any such group of Affiliates).

(ii) Upon a Special Mandatory Conversion, each holder of shares of Series A Preferred converted pursuant to Section 2(e)(i) 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 2(e)(i). All rights with respect to the Series A Preferred converted pursuant to Section 2(e)(i), including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate, except for the rights of the holders thereof, upon surrender of their certificate or certificates therefor, to receive certificates for the number of shares of Series A Preferred into which such Series A 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 Special Mandatory Conversion and the surrender of the certificate or certificates for Series A Preferred so converted, 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 shares of Common Stock issuable on such conversion in accordance with the provisions hereof.

(iii) Each holder of Series A Preferred that purchases at least one hundred (100%) percent of its Pro Rata Amount, shall receive, in addition to the Offered Securities (as defined below) so purchased, a Bonus Warrant (as defined below) to purchase an amount of such Offered Securities as is equal to the quotient of (i) an amount equal to twenty (20%) percent of the aggregate purchase price for the Offered Securities purchased by such holder, divided by (ii) the purchase price per security of such Offered Securities.

(iv) All certificates evidencing shares of Series A Preferred which are required to be surrendered for conversion in accordance with the provisions hereof shall, from and after the time of the Special Mandatory Conversion, be deemed to have been retired and cancelled, and the shares of Series A Preferred converted pursuant to Section 2(e)(i) represented thereby shall, from and after the time of the Special Mandatory Conversion, be deemed to have been converted into Series A Preferred for all purposes, notwithstanding the failure of the holder or holders thereof to surrender such certificates on or prior to such date. 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 A Preferred accordingly.

(v) Special Definitions. For purposes of this Section 2(e), the following definitions shall apply:

(A) “Affiliate” shall mean, with respect to any holder of shares of Series A Preferred, any person, entity or firm which, directly or indirectly, controls, is controlled by or is under common control with such holder, including, without limitation, any entity of which the holder is a partner or member, any partner, officer, director, member or employee of such holder and any venture capital fund now or hereafter existing of which the holder is a partner or member which is controlled by or under common control with one or more general partners of such holder or shares the same management company with such holder.

(B) “Bonus Warrants” shall mean warrants exercisable for a period of ten (10) years from the date of issuance thereof, which include the right to make a “cashless” exercise for equity securities of the Corporation having the same rights, preferences and price per security as the Offered Securities, substantially in the form of Exhibit H to the Preferred Stock Purchase Agreement.

(C) “Pro Rata Amount” shall mean, with respect to any holder of Series A Preferred, the number of Offered Securities calculated by multiplying the aggregate number of Offered Securities by a fraction, the numerator of which is equal to the number of shares of Series A Preferred owned by such holder immediately prior to the applicable Qualified Financing, and the denominator of which is equal to the aggregate number of shares of Series A Preferred owned by all holders of outstanding shares of Series A Preferred immediately prior to the applicable Qualified Financing.

(D) "Qualified Financing" shall mean (i) any issuance or sale of Series A Preferred pursuant to the Preferred Stock Purchase Agreement or (ii) any equity financing, or portion thereof, intended as a substitute or replacement of any Series A Preferred financing or portion thereof.

(f) No Impairment. The Corporation will not through any reorganization, transfer of assets, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation but will at all times in good faith assist in the carrying out of all the provisions of this Section 2 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of Series A Preferred against impairment. Notwithstanding the foregoing, nothing in this Section 2(f) shall prohibit the Corporation from amending its Amended and Restated Certificate of Incorporation with the requisite consent of its stockholders and the Board of Directors.

(g) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Applicable Conversion Price or Applicable Base Liquidation Price pursuant to this Section 2, the Corporation shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each affected holder of Series A Preferred, a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any affected holder of Series A Preferred, furnish to such holder a certificate setting forth (i) such adjustments or readjustments and facts, (ii) the Applicable Conversion Price or Applicable Base Liquidation Price at the time in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon conversion of each share of Series A Preferred.

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

3. Voting Rights.

(a) Generally. Except as otherwise required by law or this Amended and Restated Certificate of Incorporation and in addition to the rights provided by the Corporation's By-Laws, the holders of Series A Preferred and the holders of Common Stock shall be entitled to notice of any stockholders' meeting and to vote as a single class upon any matter submitted to the stockholders for a vote, on the following basis:

(i) Holders of Common Stock shall have one vote per share of Common Stock held by them; and

(ii) Each holder of shares of Series A Preferred shall be entitled to the number of votes equal to the number of shares of Common Stock into which such holder's shares of Series A Preferred could be converted on the date for determination of stockholders entitled to vote at the meeting, rounded to the nearest one-tenth of a share.

(b) Board Size. The Corporation shall not, without the affirmative vote or written consent of the holders of a majority in voting power of the Series A Preferred, voting separately as a class, increase the maximum number of directors constituting the Corporation's Board of Directors to a number in excess of four (4).

(c) Series A Directors. So long as any shares of Series A Preferred remain outstanding, in addition to voting as a single class with the holders of Common Stock, the holders of the Series A Preferred voting separately as a class, shall at all times be entitled to elect two (2) members of the Board (the "Series A Directors").

(d) Written Consents. Matters that are required by this Amended and Restated Certificate of Incorporation to be approved by a vote of holders of any series or class of capital stock may be approved at a meeting or by written consent in accordance with the General Corporation Law of the State of Delaware.

4. Dividend Rights.

(a) From and after the Original Issue Date, dividends shall accrue on a daily basis on each share of the Series A Preferred at the rate per annum equal to eight percent (8%) (the "Preferred Dividends") of the original purchase price of the Series A Preferred. The Preferred Dividends shall be cumulative from the Original Issue Date and shall be paid when, as and if declared by the Board, upon a Liquidity Event, Sale Event, upon Redemption or as otherwise set forth in this Amended and Restated Certificate. Except as permitted under Section 6(d), any accumulation of dividends on the Series A Preferred shall not bear interest. Cumulative dividends with respect to a share of Series A Preferred which are accrued, payable and/or in arrears shall, upon conversion of such share to Common Stock, not then or thereafter be paid and shall cease to be accrued, payable and/or in arrears. Any partial payment shall be made ratably among the holders of the Series A Preferred in proportion to the payment each such holder would receive if the full amount of such dividends were paid.

(b) No dividend shall be paid on any shares of Common Stock unless all accrued and unpaid dividends for the Series A Preferred have first been paid. If the Board of Directors shall declare a dividend payable upon the then outstanding shares of the Common Stock (other than a dividend payable entirely in shares of the Common Stock of the Corporation), then the Board shall declare at the same time a dividend upon the then outstanding shares of Series A Preferred payable at the same time as the dividend paid on the Common Stock, in an amount equal to the amount of dividends per share of Series A Preferred as would have been payable on the shares of Common Stock which each share of Series A Preferred held by each holder thereof would have received if such Series A Preferred had been converted to Common Stock pursuant to the provision of Section 2 hereof as of the record date for the determination of holders of Common Stock entitled to receive such dividends.

5. Protective Provisions. The Corporation shall not, without first having obtained the affirmative vote or written consent of the holders of at least fifty-five percent (55%) of the voting power of the Series A Preferred:

(a) Amend, alter or repeal any provision of this Amended and Restated Certificate of Incorporation (including any filing of a Certificate of Designation), whether by amendment, consolidation, merger or otherwise, or amend, alter or repeal any provision of the Corporation's By-laws;

(b) Authorize or designate (whether by reclassification or otherwise) or issue any new class or series of capital stock of the Corporation or any obligations or securities convertible into equity securities of the Corporation having relative rights or preferences superior to or on a parity with the Series A Preferred (including, without limitation, Excluded Securities), or effect an increase in the authorized or designated number of any such new class or series;

(c) Amend, alter or change the rights, preferences and privileges of the Series A Preferred, whether through amendment, merger, consolidation or otherwise;

(d) Increase or decrease the number of shares of Preferred Stock (other than pursuant to Section 2 of this Amended and Restated Certificate of Incorporation) or the designated number of shares of Series A Preferred;

(e) Authorize or effect any Liquidity Event or Sale Event or take any other action which results in a Liquidity Event or Sale Event or consummate any merger or consolidation of the Corporation with or into any other corporation or entity;

(f) Increase or decrease the authorized number of directors comprising the Board;

(g) Alter the mechanisms or procedures for designating or electing members of the Board;

(h) Redeem, repurchase or otherwise acquire, or set aside any sums for the redemption, repurchase or other acquisition of, any capital stock or options to purchase capital stock of the Corporation, or any obligations or securities convertible into shares of capital stock (other than the redemption of the Series A Preferred described herein and the repurchase of shares of stock from employees, consultants and advisors pursuant to agreements which permit the Corporation to repurchase such shares at cost or fair market value, as such agreement may provide therein, upon termination of services to the Corporation or in exercise of the Corporation's right of first refusal upon a proposed transfer);

(i) Declare or pay a dividend or other distribution on the Common Stock or on any other class or series of capital stock (other than the Series A Preferred), or any other action that results in a dividend or other distribution on the Common Stock or on any other class or series of capital stock (other than the Series A Preferred);

(j) Purchase, lease, license or otherwise acquire for value, or agree or commit to purchase, lease, license or otherwise acquire for value, (i) any material ownership interest, or right to acquire a material ownership interest, in another corporation, partnership, limited liability company or other entity or (ii) all or substantially of the assets of any (A) such other corporation, partnership, limited liability company or other entity or (B) any line of business, division or material portion of any such other corporation, partnership, limited liability company;

(k) Undertake any underwritten initial public offering other than a Qualified Public Offering;

(l) Change the primary line of business of the Corporation; or

(m) Pledge, hypothecate or create any lien, security interest in or encumbrance on (1) assets of the Corporation in the aggregate in excess of \$250,000 or (2) any of the Corporation's intellectual property, excluding, in each case agreements or arrangements unanimously approved by the Board of Directors for (x) bank or other financial institution borrowing and (y) licenses or similar agreements entered into in the course of carrying out the Corporation's business plan.

6. Redemption.

(a)

(i) Redemption After Five Years. At the request of the holder or holders of at least fifty-five percent (55%) of the voting power of the Series A Preferred, voting as a separate class (individually, a "Requesting Holder" and, collectively, the "Requesting Holders"), received by the Corporation at any time after the fifth anniversary of the Original Issue Date but prior to a Qualified Public Offering, such request to be made in writing and delivered to the Corporation in accordance with the provisions of Section 6(c) hereof (the "Redemption Notice"), the Corporation shall redeem on the date that is sixty (60) days following the date of the Redemption Notice (the "Initial Redemption Date") and on each of the first and second anniversaries of the Initial Redemption Date (together with the Initial Redemption Date, each a "Five Year Redemption Date"), unless otherwise prevented by law, thirty-three and one-third percent (33 1/3%) of the then outstanding shares of Series A Preferred held by such Requesting Holders and any other holders of Series A Preferred who wish to be redeemed concurrently with such Requesting Holders, at a redemption price equal to the original purchase price of the Series A Preferred per share of such Series A Preferred (which amount shall be subject to equitable adjustment whenever there shall have occurred a stock split, stock combination, stock dividend or other similar event with respect to the Series A Preferred), plus an amount equal to any accrued or declared but unpaid dividends thereon (the "Redemption Price").

(ii) Redemption Date. The Initial Redemption Date and each Five Year Redemption Date is a "Redemption Date."

(b) 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 A 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 A Preferred so called for redemption shall not have been surrendered, dividends with respect to such shares of Series A Preferred shall cease to accrue after such Redemption Date and all rights with respect to such shares shall forthwith after the 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.

(c) Any Redemption Notice shall be sent pursuant to this Section 6 by first-class, certified mail, return receipt requested, postage prepaid, to the Corporation at its principal place of business or to any transfer agent of the Corporation and shall be deemed received on the 5th business day (or if sent overseas, on the 10th business day) following the day such mailing is made. Within fifteen (15) business days of receipt of a Redemption Notice, the Corporation shall notify in writing all other holders of Series A Preferred of the request by a Requesting Holder for the redemption of Series A Preferred (the "Corporation Notice") and the date of first Redemption Date. On each Redemption Date, the Corporation shall pay each holder of Series A Preferred the applicable Redemption Price pursuant to the terms of Section 6(a), provided that the Corporation has received the certificates representing the shares of Series A Preferred to be redeemed. If, on any Redemption Date, less than all the shares of Series A Preferred to be redeemed on such Redemption Date may be legally redeemed by the Corporation, the number of shares of Series A Preferred legally permitted to be redeemed shall be allocated pro rata among the holders of Series A Preferred, and any shares of Series A Preferred intended to but not redeemed on such Redemption Date shall be redeemed, at the holder's election, on any date following such Redemption Date on which the Corporation may lawfully redeem such shares in which case the shares of Series A Preferred not redeemed on such Redemption Date shall continue to be outstanding and entitle such holder to all rights, powers and privileges of a holder of such shares. The Corporation shall redeem (unless otherwise prevented by law) the shares of Series A Preferred being redeemed on the applicable Redemption Date and the Corporation shall promptly advise each holder of Series A Preferred of such Redemption Date or of the relevant facts applicable thereto preventing such redemption. Upon redemption of only a portion of the number of shares covered by a Series A Preferred certificate, the Corporation shall issue and deliver to or upon the written order of the holder of such Series A Preferred certificate, at the expense of the Corporation, a new certificate covering the number of shares of the Series A Preferred representing the unredeemed portion of the Series A Preferred certificate, which new certificate shall entitle the holder thereof to all the rights, powers and privileges of a holder of such shares.

(d) In the event that the Corporation fails to pay the applicable Redemption Price on the applicable Redemption Date pursuant to the terms of Section 6(a), interest at the rate of twelve percent (12%) per annum shall accrue on the unpaid balance, payable quarterly in arrears.

7. No Reissuance of Series A Preferred. No share or shares of Series A Preferred acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be canceled, retired and eliminated from the shares which the Corporation shall be authorized to issue. This Amended and Restated Certificate of the Corporation shall be appropriately amended to effect the corresponding reduction in this Corporation's authorized capital stock.

8. Residual Rights. All rights accruing to the outstanding shares of the Corporation not expressly provided for in the terms of the Series A Preferred shall be vested in the Common Stock.

9. Stock to be Reserved. The Corporation will at all times reserve and keep available out of its authorized Common Stock, solely for the purpose of issuance upon the conversion of Series A Preferred as herein provided, such number of shares of Common Stock as shall then be issuable upon the conversion of all outstanding shares of Series A Preferred. The Corporation covenants that all shares of Common Stock which shall be so issued shall be duly and validly issued and fully paid and nonassessable and free from all taxes, liens and charges with respect to the issue thereof, and, without limiting the generality of the foregoing, the Corporation covenants that it will from time to time take all such action as may be required to assure that the par value per share of the Common Stock is at all times equal to or less than the Applicable Conversion Price in effect at the time. The Corporation will take all such action as may be necessary to assure that all such shares of Common Stock may be so issued without violation of any applicable law or regulation, or of any requirement of any national securities exchange upon which the Common Stock may be listed. The Corporation will not take any action which results in any adjustment of the Applicable Conversion Price if the total number of shares of Common Stock issued and issuable after such action upon conversion of the Series A Preferred would exceed the total number of shares of Common Stock then authorized by the Corporation's certificate of incorporation.

FIFTH: The Corporation is to have perpetual existence.

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

A. The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board. In addition to the powers and authority expressly conferred upon them by statute or by this Amended and Restated Certificate of Incorporation or the By-Laws of the Corporation as in effect from time to time, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation. Subject to the provisions of this Amended and Restated Certificate of Incorporation and the Stockholders' Agreement among the Corporation and the Stockholders (as defined therein) dated as of even date herewith, as may be amended from time to time, the number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the By-Laws. The phrase "whole Board" and the phrase "total number of directors" shall be deemed, to have the same meaning, to wit, the total number of directors

which, the Corporation would have if there were no vacancies. No election of directors need be by written ballot except as and to the extent provided in the By-Laws.

B. After the original or other By-Laws of the Corporation have been adopted, amended or repealed, as the case may be, in accordance with the provisions of Section 109 of the General Corporation Law of the State of Delaware, and, after the Corporation has received any payment for any of its stock, the power to adopt, amend, or repeal the By-Laws of the Corporation may be exercised by the Board; provided, however, that any provision for the classification of directors of the Corporation for staggered terms pursuant to Section 141(d) of the General Corporation Law of the State of Delaware shall be set forth in an initial By-Law or in a By-Law adopted by the stockholders of the Corporation entitled to vote unless provisions for such classification shall be set forth in this Amended and Restated Certificate of Incorporation.

C. Meetings of stockholders may be held within or without the State of Delaware, as the By-Laws may provide. The books of the Corporation (subject to any provision contained in the statutes of the State of Delaware) may be kept at such place within or without the State of Delaware as the By-Laws of the Corporation may provide or as may be designated from time to time by the Board.

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

EIGHTH: No director shall be personally liable to the Corporation or its stockholders for any monetary damages for breaches of fiduciary duty as a director, notwithstanding any provision of law imposing such liability; provided that this provision shall not eliminate or limit the liability of a director, to the extent that such liability is imposed by applicable law: (a) subject to Article Ninth, for any breach of the director's duty of loyalty to the Corporation or its stockholders; (b) for acts or omissions by the director not in good faith or which involve the director's intentional misconduct or a knowing violation of law; (c) under Section 174 or successor provisions of the General Corporation Law of the State of Delaware; or (d) for any transaction from which the director derived an improper personal benefit. This provision shall not eliminate or limit the liability of a director for any act or omission if such elimination or limitation is prohibited by the General Corporation Law of the State of Delaware. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal. If the General Corporation Law of the State of Delaware is amended to authorize corporate action further eliminating or limiting the personal

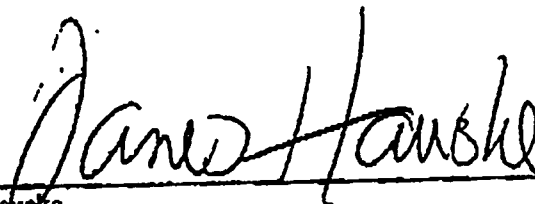
liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

NINTH: The Corporation hereby renounces, to the fullest extent permitted by Section 122(17) of the Delaware Code, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any business opportunities that are presented to any Series A Director other than business opportunities that are presented to a Series A Director acting in his or her capacity as a director of the Corporation. No amendment or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any such director for or with respect to any opportunities of which such director became aware prior to such amendment or repeal.

TENTH: Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths (3/4) in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

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

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been subscribed this 12th day of October, 2006 by the undersigned, who affirms that the statements made herein are true and correct.

A handwritten signature in black ink, appearing to read "James Hauske", written over a horizontal line.

James Hauske
President

CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION

OF

BLUE DOG THERAPEUTICS, INC.

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is BLUE DOG THERAPEUTICS, INC.

2. The certificate of incorporation of the corporation filed on the fifth day of May, 2006, is hereby amended by striking out Article FIRST thereof and by substituting in lieu of said Article the following new Article:

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

AMPLA PHARMACEUTICALS, INC.

3. The amendment of the certificate of incorporation herein certified has been duly adopted in accordance with the provisions of Section 241 of the General Corporation Law of the State of Delaware, the Corporation having not received any payment for any of its stock.

Signed this 10TH day of August, 2006.



Lewis J. Geffen
Sole Incorporator

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:14 PM 08/10/2006
FILED 06:11 PM 08/10/2006
SRV 060752408 - 4154435 FILE