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July 16, 2009

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SOLICORE, INC.

FIFTH AMENDED AND RESTATED ARTICLES OF INCORPORATION

Pursuant to the Florida Business Corporation Act (the "FBCA"), Solicore, Inc., a Florida corporation (the "Corporation"), hereby certifies that:

FIRST: The name of the Corporation is Solicore, Inc.

SECOND: The Corporation was originally incorporated in the State of Florida on July 31, 2001, the Corporation filed the Amended and Restated Articles of Incorporation of the Corporation on February 12, 2002 with the Secretary of State of the State of Florida, the Corporation filed the Second Amended and Restated Articles of Incorporation of the Corporation on July 11, 2003 with the Secretary of State of the State of Florida, the Corporation filed Articles of Amendment to its Articles of Incorporation of the Corporation on July 1, 2005 with the Secretary of State of the State of Florida, the Corporation filed the Third Amended and Restated Articles of Incorporation of the Corporation on July 14, 2005 with the Secretary of State of the State of Florida, the Corporation filed the Fourth Amended and Restated Articles of Incorporation of the Corporation on April 2, 2008 with the Secretary of State of the State of Florida, and these Fifth Amended and Restated Articles of Incorporation shall amend, restate and supercede in their entirety any and all prior Articles of Incorporation, as amended, including, without limitation, any Articles of Amendment or Certificates of Designation thereto, filed with the State of Florida from the date of the Corporation's original incorporation through the date hereof.

THIRD: These Fifth Amended and Restated Articles of Incorporation were approved by the Board of Directors of the Corporation on July 14, 2009 in the manner and by the vote required by the FBCA. The amendments were approved by the shareholders by written consent, dated as of July 14, 2009, in accordance with Section 607.0704 of the FBCA, and the written consents received for the amendment by the shareholders were sufficient for approval.

FOURTH: These Fifth Amended and Restated Articles of Incorporation reflect the one-for-twenty-seven reverse stock split of the Corporation's Common Stock, Series A Convertible Preferred Stock and Series B Convertible Preferred Stock (as each is defined below) effected by the Articles of Amendment filed with the Secretary of State of the State of Florida on July 1, 2005.

FIFTH: The Articles of Incorporation are hereby amended and restated in their entirety to read as follows:

ARTICLE I

Name

The name of the Corporation is Solicore, Inc.

ARTICLE II

Principal Office

The address of the principal office and mailing address of the Corporation in the State of Florida is 2700 Interstate Drive, Lakeland, Florida 33805.

ARTICLE III

Registered Office and Agent

The street address of the registered office in the State of Florida is 2700 Interstate Drive, Lakeland, Florida 33805. The name of the registered agent at such address is David B. Corey. The Board of Directors may, from time to time, move the location of the registered office to any other address in Florida, and may from time to time, change the registered agent of the Corporation.

ARTICLE IV

Capital Stock

A. The maximum number of shares of stock which the Corporation is authorized to have outstanding at any one time is:

1. 100,000,000 shares of common stock, par value \$0.001 per share ("Common Stock");
and

2. 70,036,786 shares of preferred stock, par value \$0.001 per share ("Preferred Stock"). In addition to the Series A Convertible Preferred Stock, Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock, the terms of which are set forth in subsection B below in this Article IV, and subject to the approval rights set forth in Section 11 thereof (the "Protective Provisions"), the Preferred Stock may be issued from time to time in one or more other series, each of such series to have such terms as stated or expressed herein and in the resolution or resolutions providing for the issue of such series adopted by the Board of Directors as hereinafter provided. Any shares of Preferred Stock which may be redeemed, purchased or acquired by the Corporation may be reissued except as otherwise provided in these Articles of Incorporation or as provided by law. Different series of Preferred Stock shall not be construed to constitute different classes of shares for the purposes of voting by classes unless expressly provided. Subject to the Protective Provisions, authority is hereby expressly granted to the Board of Directors from time to time to issue the Preferred Stock in one or more series, and in connection with the creation of any such series, by resolution or resolutions providing for the issue of the shares thereof, and, except as expressly set forth in the Protective Provisions, without the vote or consent of the shareholders of the Corporation being required as a prerequisite to any such creation, designation and issuance, to determine and fix such voting powers, full or limited, or no voting powers, and such designations, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including without limitation thereof, dividend rights, conversion rights,

redemption privileges and liquidation preferences, as shall be stated and expressed in such resolutions. Without limiting the generality of the foregoing, but subject to the Protective Provisions, the resolutions providing for issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to the Preferred Stock of any other series to the extent permitted by law.

B. Series A, Series B, Series C and Series D Convertible Preferred Stock.

1. Designation. 148,148 shares of the Preferred Stock are designated as "Series A Convertible Preferred Stock," par value \$0.001 per share, 15,341,798 shares of the Preferred Stock are designated as "Series B Convertible Preferred Stock," par value \$0.001 per share, 18,901,520 shares of the Preferred Stock are designated as "Series C Convertible Preferred Stock," par value \$0.001 per share and 35,645,320 shares of the Preferred Stock are designated as "Series D Convertible Preferred Stock," par value \$0.001 per share. As used herein, the term "Preferred Stock" used without references to the Series A Convertible Preferred Stock, the Series B Convertible Preferred Stock, the Series C Convertible Preferred Stock or the Series D Convertible Preferred Stock means the shares of Series A Convertible Preferred Stock, Series B Convertible Preferred Stock, the Series C Convertible Preferred Stock and Series D Convertible Preferred Stock, collectively, except as otherwise expressly provided for herein or as the context otherwise requires.

2. Dividends.

(a) Series D Convertible Preferred Stock. The holders of record of shares of the Series D Convertible Preferred Stock shall be entitled to receive out of funds legally available therefor, noncumulative dividends, when, as, and if declared by the Board of Directors, in preference to any dividend on the Series C Convertible Preferred Stock, Series B Convertible Preferred Stock, Series A Convertible Preferred Stock or Common Stock, at the rate of eight percent (8%) per annum on the Series D Liquidation Value. The Series D Convertible Preferred Stock dividend shall rank in priority to any dividend on the Series C Convertible Preferred Stock, Series B Convertible Preferred Stock, the Series A Convertible Preferred Stock, and the Common Stock. So long as any shares of Series D Convertible Preferred Stock are outstanding, no dividends shall be declared or paid or set apart for payment and no other distribution shall be declared or made or set apart for payment on the Series C Convertible Preferred Stock, Series B Convertible Preferred Stock, Series A Convertible Preferred Stock or the Common Stock during any fiscal year until dividends in the amount set forth above shall have been declared, set apart, and paid on the Series D Convertible Preferred Stock during that fiscal year.

(b) Series C Convertible Preferred Stock. Subject to the rights of the holders of Series D Convertible Preferred Stock set forth in this Section 2, the holders of record of shares of the Series C Convertible Preferred Stock shall be entitled to receive out of funds legally available therefor, noncumulative dividends, when, as, and if declared by the Board of Directors, in preference to any dividend on the Series B Convertible Preferred Stock, Series A Convertible Preferred Stock or Common Stock, at the rate of eight percent (8%) per annum on the Series C Liquidation Value. The Series C Convertible Preferred Stock dividend shall rank in priority to any dividend on the Series B Convertible Preferred Stock, the Series A Convertible Preferred Stock, the Common Stock. So long as any shares of Series C Convertible Preferred Stock are

outstanding, no dividends shall be declared or paid or set apart for payment and no other distribution shall be declared or made or set apart for payment on the Series B Convertible Preferred Stock, Series A Convertible Preferred Stock or the Common Stock during any fiscal year of the Corporation until dividends in the amount set forth above shall have been declared, set apart, and paid on the Series C Convertible Preferred Stock during that fiscal year.

(c) Series B Convertible Preferred Stock. Subject to the rights of the holders of Series D Convertible Preferred Stock and Series C Convertible Preferred Stock set forth in this Section 2, the holders of record of shares of the Series B Convertible Preferred Stock shall be entitled to receive out of funds legally available therefor, noncumulative dividends, when, as, and if declared by the Board of Directors, in preference to any dividend on the Series A Convertible Preferred Stock or Common Stock, at the rate of eight percent (8%) per annum on the Series B Liquidation Value. The Series B Convertible Preferred Stock dividend shall rank in priority to any dividend on the Series A Convertible Preferred Stock and the Common Stock. So long as any shares of Series B Convertible Preferred Stock are outstanding, no dividends shall be declared or paid or set apart for payment and no other distribution shall be declared or made or set apart for payment on the Series A Convertible Preferred Stock or the Common Stock during any fiscal year of the Corporation until dividends in the amount set forth above shall have been declared, set apart, and paid on the Series B Convertible Preferred Stock during that fiscal year.

(d) Series A Convertible Preferred Stock. Subject to the rights of the holders of Series D Convertible Preferred Stock, Series C Convertible Preferred Stock and Series B Convertible Preferred Stock set forth in this Section 2, the holders of record of shares of the Series A Convertible Preferred Stock shall be entitled to receive out of funds legally available therefor, noncumulative dividends, when, as, and if declared by the Board of Directors, in preference to any dividend on the Common Stock, at the rate of eight percent (8%) per annum on the Series A Liquidation Value. The Series A Convertible Preferred Stock dividend shall rank in priority to any dividend on the Common Stock. So long as any shares of Series A Convertible Preferred Stock are outstanding, no dividends shall be declared or paid or set apart for payment and no other distribution shall be declared or made or set apart for payment on the Common Stock during any fiscal year of the Corporation until dividends in the amount set forth above shall have been declared, set apart, and paid on the Series A Convertible Preferred Stock during that fiscal year.

(e) Common and Preferred Stock. After the dividends in the amounts set forth above to the holders of the Series D Convertible Preferred Stock, Series C Convertible Preferred Stock, Series B Convertible Preferred Stock and Series A Convertible Preferred Stock have been declared, set apart, and paid, any remaining dividend amounts paid within the same fiscal year shall be paid to the outstanding shares of Common Stock, Series A Convertible Preferred Stock, Series B Convertible Preferred, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock ratably on a per-share basis (in the case of the Series A Convertible Preferred Stock, Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock, based upon the number of shares of Common Stock into which each share Series A Convertible Preferred Stock, Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock is then convertible).

3. Liquidation, Dissolution or Winding Up.

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

(i) First Preferential Amount to Series D Convertible Preferred Stock.

Upon a liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary (each a "Liquidation Event"), before any distribution or payment is made to any holders of any shares of Series C Convertible Preferred Stock, Series B Convertible Preferred Stock, Series A Convertible Preferred Stock, Common Stock, or any other class or series of capital stock of the Corporation designated to be junior to the Series D Convertible Preferred Stock, the holders of shares of Series D Convertible Preferred Stock shall be entitled to be paid out of the assets of the Corporation available for distribution to holders of the Corporation's capital stock, whether such assets are capital, surplus or earnings, an amount equal to \$0.39 per share of Series D Convertible Preferred Stock (which amount shall be subject to equitable adjustment whenever there shall occur a stock dividend, stock split, combination, reorganization, recapitalization, reclassification, or other similar event involving the Series D Convertible Preferred Stock after the date of filing of these Fifth Amended and Restated Articles of Incorporation (the "Effective Date")) plus any dividends declared but unpaid on such shares (such amount, as so determined, is referred to herein as the "Series D Liquidation Value" with respect to such shares). If, upon a Liquidation Event, the assets of the Corporation to be distributed to the holders of shares of Series D Convertible Preferred Stock shall be insufficient to permit payment to such respective holders of the full Series D Liquidation Value, then the assets available for payment or distribution to such holders shall be allocated among the holders of the Series D Convertible Preferred Stock, pro rata, in proportion to the full preferential amounts to which such holders of Series D Convertible Preferred Stock are entitled.

(ii) Second Preferential Amount to Series C Convertible Preferred Stock. Upon a Liquidation Event, after the payment or setting apart for payment to the holders of the Series D Convertible Preferred Stock of the full Series D Liquidation Value payable pursuant to Section 3(a)(i) above and before any distribution or payment is made to any holders of any shares of Series B Convertible Preferred Stock, Series A Convertible Preferred Stock, Common Stock, or any other class or series of capital stock of the Corporation designated to be junior to the Series C Convertible Preferred Stock, the holders of shares of Series C Convertible Preferred Stock shall be entitled to be paid out of the assets of the Corporation available for distribution to holders of the Corporation's capital stock, whether such assets are capital, surplus or earnings, an amount equal to \$0.99 per share of Series C Convertible Preferred Stock (which amount shall be subject to equitable adjustment whenever there shall occur a stock dividend, stock split, combination, reorganization, recapitalization, reclassification, or other similar event involving the Series C Convertible Preferred Stock after the Effective Date plus any dividends declared but unpaid on such shares (such amount, as so determined, is referred to herein as the "Series C Liquidation Value" with respect to such shares). If, upon a Liquidation Event, the assets of the Corporation to be distributed to the holders of shares of Series C Convertible Preferred Stock shall be insufficient to permit payment to such respective holders of the full Series C Liquidation Value, then the assets available for payment or distribution to such holders shall be allocated among the holders of the Series C Convertible Preferred Stock, pro rata, in proportion to the full preferential amounts to which such holders of Series C Convertible Preferred Stock are entitled.

(iii) Third Preferential Amount to Series B Convertible Preferred Stock. Upon a Liquidation Event, after the payment or setting apart for payment to the holders of the Series D Convertible Preferred Stock of the full Series D Liquidation Value payable pursuant to Section 3(a)(i) above and to the holders of the Series C Convertible Preferred Stock of the full Series C Liquidation Value payable pursuant to Section 3(a)(ii) above, and before any distribution or payment is made to any holders of any shares of Series A Convertible Preferred Stock, Common Stock or any other class or series of capital stock of the Corporation designated to be junior to the Series B Convertible Preferred Stock, the holders of shares of Series B Convertible Preferred Stock shall be entitled to be paid out of the remaining assets of the Corporation available for distribution to holders of the Corporation's capital stock, whether such assets are capital, surplus or earnings, an amount equal to \$0.98145 per share of Series B Convertible Preferred Stock (which amount shall be subject to equitable adjustment whenever there shall occur a stock dividend, stock split, combination, reorganization, recapitalization, reclassification or other similar event involving the Series B Convertible Preferred Stock after the Effective Date) plus any dividends declared but unpaid on such shares (such amount, as so determined, is referred to herein as the "Series B Liquidation Value" with respect to such shares). If, upon a Liquidation Event, the assets of the Corporation to be distributed to the holders of shares of Series B Convertible Preferred Stock shall be insufficient to permit payment to such respective holders of the full Series B Liquidation Value, then the assets available for payment or distribution to such holders shall be allocated among the holders of the Series B Convertible Preferred Stock, pro rata, in proportion to the full preferential amounts to which the holders of Series B Convertible Preferred Stock are each entitled.

(iv) Fourth Preferential Amount to Series A Convertible Preferred Stock. Upon a Liquidation Event, after the payment or setting apart for payment to the holders of the Series D Convertible Preferred Stock of the full Series D Liquidation Value payable pursuant to Section 3(a)(i) above, to the holders of the Series C Convertible Preferred Stock of the full Series C Liquidation Value payable pursuant to Section 3(a)(ii) above and to the holders of the Series B Convertible Preferred Stock of the full Series B Liquidation Value payable pursuant to Section 3(a)(iii) above, and before any distribution or payment is made to any holders of any shares of Common Stock or any other class or series of capital stock of the Corporation designated to be junior to the Series A Convertible Preferred Stock, the holders of shares of Series A Convertible Preferred Stock shall be entitled to be paid out of the remaining assets of the Corporation available for distribution to holders of the Corporation's capital stock, whether such assets are capital, surplus or earnings, an amount equal to \$47.25 per share of Series A Convertible Preferred Stock (which amount shall be subject to equitable adjustment whenever there shall occur a stock dividend, stock split, combination, reorganization, recapitalization, reclassification or other similar event involving the Series A Convertible Preferred Stock after the Effective Date) plus any dividends declared but unpaid on such shares (such amount, as so determined, is referred to herein as the "Series A Liquidation Value" with respect to such shares) but in no case greater than \$7,000,000 in the aggregate. If, upon a Liquidation Event, the assets of the Corporation to be distributed to the holders of shares of Series A Convertible Preferred Stock shall be insufficient to permit payment to such respective holders of the full Series A Liquidation Value, then the assets available for payment or distribution to such holders shall be allocated among the holders of the Series A Convertible Preferred Stock, pro rata, in proportion to the full preferential amounts to which the holders of Series A Convertible Preferred Stock are each entitled.

(v) Distribution of Remaining Assets. Upon a Liquidation Event, after payment has been made to the holders of Series D Convertible Preferred Stock of the full Series D Liquidation Value, to the holders of Series C Convertible Preferred Stock of the full Series C Liquidation Value, to the holders of Series B Convertible Preferred Stock of the full Series B Liquidation Value and to the holders of Series A Convertible Preferred Stock of the full Series A Liquidation Value, the remaining assets of the Corporation shall be distributed among the holders of Series D Convertible Preferred Stock, Series C Convertible Preferred Stock, Series B Convertible Preferred Stock, Series A Convertible Preferred Stock and Common Stock on a pro-rata basis based on the number of shares of Common Stock owned by each such holder (assuming conversion of all Series D Convertible Preferred Stock, Series C Convertible Preferred Stock, Series B Convertible Preferred Stock and Series A Convertible Preferred Stock).

(b) Certain Transactions Treated as a Liquidation Event. For purposes of this Section 3, (A) any merger, acquisition, consolidation or similar transaction which results in the Corporation's stockholders immediately prior to such transaction owning less than a majority of the voting power of the surviving, continuing, or purchasing entity, or (B) a sale, transfer, license or lease (other than a pledge or grant of a security interest to a bona fide lender) of all or substantially all of the assets of the Corporation (other than to or by a majority owned or wholly owned subsidiary of the Corporation), shall be treated as a Liquidation Event and shall entitle the holders of the Corporation's capital stock to receive the amount that would be received in a Liquidation Event pursuant to Section 3(a) hereof. Notwithstanding the foregoing sentence, the classification of any such event as a Liquidation Event may be waived by the holders of a majority of the then outstanding shares of the Preferred Stock, voting together on an as-converted basis, provided that such majority must include (i) the holders of at least a majority of the then outstanding shares of the Series D Convertible Preferred Stock and (ii) the holders of at least sixty-five percent (65%) of the then outstanding shares of the Series C Convertible Preferred Stock. The Corporation will provide the holders of the Preferred Stock with notice of all transactions which are to be treated as a Liquidation Event pursuant to this Section 3(b) at least ten (10) days prior to the vote (whether taken at a meeting or via written consent) relating to such transaction or the closing of such transaction if no vote is taken unless such notice is waived by the holders of a majority of the then outstanding shares of the Preferred Stock, voting together on an as-converted basis, provided that such majority must include (y) the holders of at least a majority of the then outstanding shares of the Series D Convertible Preferred Stock and (z) the holders of at least sixty-five percent (65%) of the then outstanding shares of the Series C Convertible Preferred Stock.

(c) Distributions of Property. Whenever the distribution provided for in this Section 3 shall be payable in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors.

4. Voting Power. Except as set forth below or as otherwise expressly provided in Section 11 hereof or as otherwise required by law, each holder of Preferred Stock shall be entitled to vote on all matters and shall be entitled to that number of votes equal to the number of whole shares of Common Stock into which such holder's respective shares of Preferred Stock could then be converted, pursuant to the provisions of Section 6 hereof, at the record date for the determination of stockholders entitled to vote on such matter or, if no such record date is established, at the date such vote is taken or any written consent of stockholders is solicited.

Except as otherwise expressly provided in Section 11 hereof or as otherwise required by law, the holders of shares of Preferred Stock and Common Stock shall vote together as a single class on all matters.

5. Directors. The election of directors shall be governed by Article V hereof.

6. Conversion Rights. The holders of Series D Convertible Preferred Stock, Series C Convertible Preferred Stock, Series B Convertible Preferred Stock and Series A Convertible Preferred Stock shall have the following rights with respect to the conversion of such shares into shares of Common Stock:

(a) General. Subject to and in compliance with the provisions of this Section 6, any or all shares of Series D Convertible Preferred Stock, Series C Convertible Preferred Stock, Series B Convertible Preferred Stock and Series A Convertible Preferred Stock may, at the option of the holder, be converted at any time into fully-paid and non-assessable shares of Common Stock. The number of shares of Common Stock to which a holder of Series D Convertible Preferred Stock shall be entitled to receive upon conversion shall be the product obtained by multiplying the Series D Applicable Conversion Rate (determined as provided in Section 6(b)) by the number of shares of Series D Convertible Preferred Stock being converted at any time. The number of shares of Common Stock to which a holder of Series C Convertible Preferred Stock shall be entitled to receive upon conversion shall be the product obtained by multiplying the Series C Applicable Conversion Rate (determined as provided in Section 6(b)) by the number of shares of Series C Convertible Preferred Stock being converted by such holder. The number of shares of Common Stock to which a holder of Series B Convertible Preferred Stock shall be entitled to receive upon conversion shall be the product obtained by multiplying the Series B Applicable Conversion Rate (determined as provided in Section 6(b)) by the number of shares of Series B Convertible Preferred Stock being converted by such holder. The number of shares of Common Stock to which a holder of Series A Convertible Preferred Stock shall be entitled to receive upon conversion shall be the product obtained by multiplying the Series A Applicable Conversion Rate (determined as provided in Section 6(b)) by the number of shares of Series A Convertible Preferred Stock being converted by such holder.

(b) Applicable Conversion Rate. The conversion rate in effect at any time for the Series D Convertible Preferred Stock (the "Series D Applicable Conversion Rate") shall be the quotient obtained by dividing \$0.39 (which amount shall be adjusted equitably whenever there shall occur a stock dividend, stock split, stock combination, reorganization, recapitalization, reclassification or other similar event involving the Series D Convertible Preferred Stock after the Effective Date) by the Series D Applicable Conversion Value, as defined in Section 6(c). Initially, the Series D Applicable Conversion Rate shall be one (1), and each share of Series D Convertible Preferred Stock shall initially be convertible into one (1) share of Common Stock. The conversion rate in effect at any time for the Series C Convertible Preferred Stock (the "Series C Applicable Conversion Rate") shall be the quotient obtained by dividing \$0.99 (which amount shall be adjusted equitably whenever there shall occur a stock dividend, stock split, stock combination, reorganization, recapitalization, reclassification or other similar event involving the Series C Convertible Preferred Stock after the Effective Date) by the Series C Applicable Conversion Value, as defined in Section 6(c). Initially, the Series C Applicable Conversion Rate shall be one (1), and each share of Series C Convertible Preferred Stock shall initially be

convertible into one (1) share of Common Stock. The conversion rate in effect at any time for the Series B Convertible Preferred Stock (the "Series B Applicable Conversion Rate") shall be the quotient obtained by dividing \$0.98145 (which amount shall be adjusted equitably whenever there shall occur a stock dividend, stock split, stock combination, reorganization, recapitalization, reclassification or other similar event involving the Series B Convertible Preferred Stock after the Effective Date) by the Series B Applicable Conversion Value, as defined in Section 6(c). Initially, the Series B Applicable Conversion Rate shall be one (1), and each share of Series B Convertible Preferred Stock shall initially be convertible into one (1) share of Common Stock. The conversion rate in effect at any time for the Series A Convertible Preferred Stock (the "Series A Applicable Conversion Rate") shall be the quotient obtained by dividing \$0.98145 (which amount shall be adjusted equitably whenever there shall occur a stock dividend, stock split, stock combination, reorganization, recapitalization, reclassification or other similar event involving the Series A Convertible Preferred Stock after the Effective Date) by the Series A Applicable Conversion Value, as defined in Section 6(c). Initially, the Series A Applicable Conversion Rate shall be one (1), and each share of Series A Convertible Preferred Stock shall initially be convertible into one (1) share of Common Stock.

(c) Applicable Conversion Value.

(i) The Series D Applicable Conversion Value in effect from time to time, except as adjusted in accordance with Section 6(d) hereof, shall be \$0.39 (which amount shall be adjusted equitably whenever there shall occur a stock dividend, stock split, stock combination, reorganization, recapitalization, reclassification or other similar event involving the Series D Convertible Preferred Stock after the Effective Date) with respect to the Series D Convertible Preferred Stock (the "Series D Applicable Conversion Value"). The initial Series C Applicable Conversion Value in effect from time to time, except as adjusted in accordance with Section 6(c)(ii) and in accordance with Section 6(d) hereof, shall be \$0.99 (which amount shall be adjusted equitably whenever there shall occur a stock dividend, stock split, stock combination, reorganization, recapitalization, reclassification or other similar event involving the Series C Convertible Preferred Stock after the Effective Date) with respect to the Series C Convertible Preferred Stock (the "Series C Applicable Conversion Value"). The initial Series B Applicable Conversion Value in effect from time to time, except as adjusted in accordance with Section 6(c)(ii) and in accordance with Section 6(d) hereof, shall be \$0.98145 (which amount shall be adjusted equitably whenever there shall occur a stock dividend, stock split, stock combination, reorganization, recapitalization, reclassification or other similar event involving the Series B Convertible Preferred Stock after the Effective Date) with respect to the Series B Convertible Preferred Stock (the "Series B Applicable Conversion Value"). The initial Series A Applicable Conversion Value in effect from time to time, except as adjusted in accordance with Section 6(c)(ii) and in accordance with Section 6(d) hereof, shall be \$0.98145 (which amount shall be adjusted equitably whenever there shall occur a stock dividend, stock split, stock combination, reorganization, recapitalization, reclassification or other similar event involving the Series A Convertible Preferred Stock after the Effective Date) with respect to the Series A Convertible Preferred Stock (the "Series A Applicable Conversion Value" and each of the Series D Applicable Conversion Value, the Series C Applicable Conversion Value and the Series B Applicable Conversion Value, a "Applicable Conversion Value").

(ii) Effective immediately upon the First Closing (as defined in the Purchase Agreement) of the purchase and sale of shares of Series D Convertible Preferred Stock pursuant that certain Series D Preferred Securities Purchase Agreement, by and among the Corporation and the investors listed on Schedule I thereto, dated on or about July 15, 2009 (the "Purchase Agreement"), the Series C Applicable Conversion Value shall be changed to \$0.7006, the Series B Applicable Conversion Value shall be changed to \$0.6961 and the Series A Applicable Conversion Value shall be changed to \$0.6961. Thereafter, the Applicable Conversion Value of the Preferred Stock shall be subject to adjustment from time to time in accordance with this Section 6(c) and in accordance with Section 6(d) hereof. Following each adjustment of the Applicable Conversion Value, such adjusted Applicable Conversion Value shall remain in effect until a further adjustment of such Applicable Conversion Value hereunder.

(d) Adjustment to Series A Applicable Conversion Value, Series B Applicable Conversion Value, Series C Applicable Conversion Value and Series D Applicable Conversion Value.

(i) Upon Certain Events.

(A) Effect on Series D Applicable Conversion Value Upon Dilutive Issuances of Common Stock or Convertible Securities. Except as otherwise provided in this Section 6(d), if the Corporation shall, while there are any shares of Series D Convertible Preferred Stock outstanding, issue or sell shares of its Common Stock (or Common Stock Equivalents, as defined below), without consideration or at a price per share (or, in the case of Common Stock Equivalents, for Net Consideration Per Share, as defined below) less than the Series D Applicable Conversion Value in effect immediately prior to such issuance or sale, then and in such event, such Series D Applicable Conversion Value upon each such issuance or sale, except as hereinafter provided, shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying the Series D Applicable Conversion Value in effect immediately prior to such calculation by a fraction:

(1) the numerator of which shall be (a) the Common Stock Deemed Outstanding (as defined below) immediately prior to the issuance of such additional shares of Common Stock or Common Stock Equivalents, plus (b) the number of shares of Common Stock which the net aggregate consideration, if any, received by the Corporation for the total number of such additional shares of Common Stock or Common Stock Equivalents (on an as exercised, converted or exchanged basis, as described below) so issued, or deemed issued, would purchase at the Series D Applicable Conversion Value in effect immediately prior to such issuance, and

(2) the denominator of which shall be (a) the Common Stock Deemed Outstanding immediately prior to the issuance of such additional shares of Common Stock or Common Stock Equivalents, plus (b) the number of such additional shares of Common Stock or Common Stock Equivalents (on an as exercised, converted or exchanged basis, as described below) so issued or deemed issued.

For purposes of this Section 6(d)(i), the "Common Stock Deemed Outstanding" as of a given date shall be the sum of (1) the number of shares of Common Stock outstanding, (2) the

number of shares of Common Stock into which the then outstanding shares of Preferred Stock (including shares of Preferred Stock issuable upon exercise of warrants or options) could be converted if fully converted on the day immediately preceding the given date, and (3) the number of shares of Common Stock issuable upon exercise or conversion of Common Stock Equivalents (as defined below) that have been granted as of such date, provided, however, those certain warrants to purchase shares of Series C Convertible Preferred Stock or Series D Convertible Preferred (as determined by each individual warrant holder) issued pursuant to that certain Secured Convertible Promissory Note and Warrant Purchase Agreement, by and among the Company and the purchasers identified therein, dated April 2, 2008 (the "Bridge Loan Warrants"), shall be excluded from, and not counted as, Common Stock Deemed Outstanding.

The provisions of this Section 6(d)(i)(A) may be waived in any instance (without the necessity of convening any meeting of stockholders of the Corporation) upon the written consent of the holders of at least a majority of the outstanding shares of the Preferred Stock, acting together on an as-converted basis, provided that such majority must include the holders of at least a majority of the then outstanding shares of the Series D Convertible Preferred Stock.

(B) Effect on Series C Applicable Conversion Value Upon Dilutive Issuances of Common Stock or Convertible Securities. Except as otherwise provided in this Section 6(d), if the Corporation shall, while there are any shares of Series C Convertible Preferred Stock outstanding, issue or sell shares of its Common Stock (or Common Stock Equivalents, as defined below), without consideration or at a price per share (or, in the case of Common Stock Equivalents, for Net Consideration Per Share, as defined below) less than the Series C Applicable Conversion Value in effect immediately prior to such issuance or sale, then and in such event, such Series C Applicable Conversion Value upon each such issuance or sale, except as hereinafter provided, shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying the Series C Applicable Conversion Value in effect immediately prior to such calculation by a fraction:

(1) the numerator of which shall be (a) the Common Stock Deemed Outstanding immediately prior to the issuance of such additional shares of Common Stock or Common Stock Equivalents, plus (b) the number of shares of Common Stock which the net aggregate consideration, if any, received by the Corporation for the total number of such additional shares of Common Stock or Common Stock Equivalents (on an as exercised, converted or exchanged basis, as described below) so issued, or deemed issued, would purchase at the Series C Applicable Conversion Value in effect immediately prior to such issuance, and

(2) the denominator of which shall be (a) the Common Stock Deemed Outstanding immediately prior to the issuance of such additional shares of Common Stock or Common Stock Equivalents, plus (b) the number of such additional shares of Common Stock or Common Stock Equivalents (on an as exercised, converted or exchanged basis, as described below) so issued or deemed issued.

The provisions of this Section 6(d)(i)(B) may be waived in any instance (without the necessity of convening any meeting of stockholders of the Corporation) upon the written consent of the holders of at least a majority of the outstanding shares of the Preferred Stock, acting together on an as-converted basis, provided that such majority must include the holders of at

least sixty-five percent (65%) of the then outstanding shares of the Series C Convertible Preferred Stock.

(C) Effect on Series B Applicable Conversion Value Upon Dilutive Issuances of Common Stock or Convertible Securities. Except as otherwise provided in this Section 6(d), if the Corporation shall, while there are any shares of Series B Convertible Preferred Stock outstanding, issue or sell shares of its Common Stock (or Common Stock Equivalents), without consideration or at a price per share (or, in the case of Common Stock Equivalents, for Net Consideration Per Share) less than the Series B Applicable Conversion Value in effect immediately prior to such issuance or sale, then and in such event, such Series B Applicable Conversion Value upon each such issuance or sale, except as hereinafter provided, shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying the Series B Applicable Conversion Value in effect immediately prior to such calculation by a fraction:

(1) the numerator of which shall be (a) the Common Stock Deemed Outstanding immediately prior to the issuance of such additional shares of Common Stock or Common Stock Equivalents, plus (b) the number of shares of Common Stock which the net aggregate consideration, if any, received by the Corporation for the total number of such additional shares of Common Stock or Common Stock Equivalents (on an as exercised, converted or exchanged basis, as described below) so issued, or deemed issued, would purchase at the Series B Applicable Conversion Value in effect immediately prior to such issuance, and

(2) the denominator of which shall be (a) the Common Stock Deemed Outstanding immediately prior to the issuance of such additional shares of Common Stock or Common Stock Equivalents, plus (b) the number of such additional shares of Common Stock or Common Stock Equivalents (on an as exercised, converted or exchanged basis, as described below) so issued or deemed issued.

The provisions of this Section 6(d)(i)(C) may be waived in any instance (without the necessity of convening any meeting of stockholders of the Corporation) upon the written consent of the holders of at least a majority of the outstanding shares of the Preferred Stock, acting together on an as-converted basis, provided that such majority must include the holders of at least sixty-five percent (65%) of the then outstanding shares of the Series C Convertible Preferred Stock.

(D) [Reserved]

(E) Effect on Series A Applicable Conversion Value Upon Dilutive Issuances of Common Stock or Convertible Securities. Except as otherwise provided in this Section 6(d), if the Corporation shall, while there are any shares of Series A Convertible Preferred Stock outstanding, issue or sell shares of its Common Stock (or Common Stock Equivalents) without consideration or at a price per share (or, in the case of Common Stock Equivalents, for Net Consideration Per Share) less than the Series A Applicable Conversion Value in effect immediately prior to such issuance or sale, then and in such event, such Series A Applicable Conversion Value upon each such issuance or sale, except as hereinafter provided, shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent)

determined by multiplying the Series A Applicable Conversion Value in effect immediately prior to such calculation by a fraction:

(1) the numerator of which shall be (a) the Common Stock Deemed Outstanding immediately prior to the issuance of such additional shares of Common Stock or Common Stock Equivalents, plus (b) the number of shares of Common Stock which the net aggregate consideration, if any, received by the Corporation for the total number of such additional shares of Common Stock or Common Stock Equivalents (on an as exercised, converted or exchanged basis, as described below) so issued, or deemed issued, would purchase at the Series A Applicable Conversion Value in effect immediately prior to such issuance, and

(2) the denominator of which shall be (a) the Common Stock Deemed Outstanding immediately prior to the issuance of such additional shares of Common Stock or Common Stock Equivalents, plus (b) the number of such additional shares of Common Stock or Common Stock Equivalents (on an as exercised, converted or exchanged basis, as described below) so issued or deemed issued.

The provisions of this Section 6(d)(i)(E) may be waived in any instance (without the necessity of convening any meeting of stockholders of the Corporation) upon the written consent of the holders of at least a majority of the outstanding shares of the Preferred Stock, acting together on an as-converted basis, provided that such majority must include the holders of at least sixty-five percent (65%) of the then outstanding shares of the Series C Convertible Preferred Stock.

(F) Effect on Series A Applicable Conversion Value, Series B Applicable Conversion Value, Series C Applicable Conversion Value and Series D Applicable Conversion Value Upon Other Dilutive Issuances of Warrants, Options and Purchase Rights to Common Stock or Convertible Securities.

(1) For the purposes of this Section 6(d)(i), the issuance of any warrants, options, subscription or purchase rights with respect to shares of Common Stock and the issuance of any securities convertible into or exchangeable for shares of Common Stock, or the issuance of any warrants, options, subscription or purchase rights with respect to such convertible or exchangeable securities (collectively, "Common Stock Equivalents"), shall be deemed an issuance of Common Stock with respect to the Series A Convertible Preferred Stock, the Series B Convertible Preferred Stock, the Series C Convertible Preferred Stock and the Series D Convertible Preferred Stock if the Net Consideration Per Share (as hereinafter determined) which may be received by the Corporation for such Common Stock Equivalents shall be less than the Series A Applicable Conversion Value, the Series B Applicable Conversion Value, the Series C Applicable Conversion Value or the Series D Applicable Conversion Value, as the case may be, in effect at the time of such issuance. Any obligation, agreement or undertaking to issue Common Stock Equivalents at any time in the future shall be deemed to be an issuance at the time such obligation, agreement or undertaking is made or arises. No adjustment of the Series A Applicable Conversion Value, the Series B Applicable Conversion Value, the Series C Applicable Conversion Value or the Series D Applicable Conversion Value shall be made under this Section 6(d)(i) upon the issuance of any shares of Common Stock which are issued pursuant to the exercise, conversion or exchange of any Common Stock Equivalents if any adjustment

shall previously have been made upon the issuance of any such Common Stock Equivalents as above provided.

(2) Should the Net Consideration Per Share of any such Common Stock Equivalents be decreased from time to time, then, upon the effectiveness of each such change, the Series A Applicable Conversion Value, the Series B Applicable Conversion Value, the Series C Applicable Conversion Value and the Series D Applicable Conversion Value will be that which would have been obtained (1) had the adjustments made upon the issuance of such Common Stock Equivalents been made upon the basis of the actual Net Consideration Per Share of such securities, and (2) had adjustments made to the Series A Applicable Conversion Value, the Series B Applicable Conversion Value, the Series C Applicable Conversion Value and the Series D Applicable Conversion Value since the date of issuance of such Common Stock Equivalents been made to such Series A Applicable Conversion Value, Series B Applicable Conversion Value, the Series C Applicable Conversion Value and Series D Applicable Conversion Value as adjusted pursuant to (1) above.

(3) For purposes of this paragraph, the "Net Consideration Per Share" which may be received by the Corporation shall be determined as follows:

(a) The "Net Consideration Per Share" shall mean the amount equal to the total amount of consideration, if any, received by the Corporation for the issuance of such Common Stock Equivalents, plus the minimum amount of consideration, if any, payable to the Corporation upon exercise, or conversion or exchange thereof, divided by the aggregate number of shares of Common Stock that would be issued if all such Common Stock Equivalents were exercised, exchanged or converted.

(b) The "Net Consideration Per Share" which may be received by the Corporation shall be determined in each instance as of the date of issuance of Common Stock Equivalents without giving effect to any possible future upward price adjustments or rate adjustments which may be applicable with respect to such Common Stock Equivalents.

(G) Stock Dividends for Holders of Capital Stock Other Than Common Stock. In the event that the Corporation shall make or issue, or shall fix a record date for the determination of holders of any capital stock of the Corporation, other than holders of Common Stock, entitled to receive a dividend or other distribution payable in Common Stock or Common Stock Equivalents, then such Common Stock or Common Stock Equivalents issued in payment of such dividend shall be deemed to have been issued for a consideration of \$.01, except for (i) dividends of Common Stock or Common Stock Equivalents payable pro rata to holders of Series D Convertible Preferred Stock, holders of Series C Convertible Preferred Stock, holders of Series B Convertible Preferred Stock, holders of Series A Convertible Preferred Stock, and to holders of any other class of stock (whether or not paid to holders of any other class of stock), or (ii) with respect to the Series A Convertible Preferred Stock, dividends payable in shares of Series A Convertible Preferred Stock, or (iii) with respect to the Series B Convertible Preferred Stock, dividends payable in shares of Series B Convertible Preferred Stock or (iv) with respect to the Series C Convertible Preferred Stock, dividends payable in shares of

Series C Convertible Preferred Stock or (iv) with respect to the Series D Convertible Preferred Stock, dividends payable in shares of Series D Convertible Preferred Stock.

(H) Consideration Other than Cash. For purposes of this Section 6(d)(i), if a part or all of the consideration received by the Corporation in connection with the issuance of shares of the Common Stock or the issuance of any of the securities described in this Section 6(d)(i) consists of property other than cash, such consideration shall be deemed to have a fair market value as is reasonably determined in good faith by the Board of Directors of the Corporation.

(I) Exceptions to Anti-dilution. This Section 6(d)(i) shall not apply with respect to:

(1) the issuance of shares of Common Stock pursuant to a Qualified IPO (as defined below);

(2) the issuance of shares of Common Stock upon the conversion of any shares of Preferred Stock (including shares of Preferred Stock issuable upon exercise of warrants or options);

(3) the Bridge Loan Warrants or the issuance of shares of Series C Convertible Preferred Stock or Series D Convertible Preferred Stock upon the exercise of the Bridge Loan Warrants;

(4) the issuance of shares of Common Stock or Common Stock Equivalents, and the shares of Common Stock issuable upon exercise of such Common Stock Equivalents, to the Corporation's employees, consultants, officers, or directors (whether issued, granted, or reserved prior to the Effective Date or issued or granted thereafter), but, in the case of Common Stock or Common Stock Equivalents issued or granted after the Effective Date, only to the extent that such issuances or grants do not exceed 19,150,968 shares of Common Stock (which number shall be adjusted equitably whenever there shall occur a stock dividend, stock split, stock combination, reorganization, recapitalization, reclassification or other similar event involving the Common Stock after the Effective Date);

(5) any adjustments to the conversion price or exercise price of any derivative security of the Corporation as a result of the application of anti-dilutive provisions;

(6) in the case of the Series A Convertible Preferred Stock and the Series B Convertible Preferred Stock, any capital stock of the Corporation issued at a per share price equal to or greater than \$0.98145 per share (which amount shall be adjusted equitably whenever there shall occur a stock dividend, stock split, stock combination, reorganization, recapitalization, reclassification or other similar event after the Effective Date), in the case of the Series C Convertible Preferred Stock, any capital stock of the Corporation issued at a per share price equal to or greater than \$0.99 per share (which amount shall be adjusted equitably whenever there shall occur a stock dividend, stock split, stock combination, reorganization, recapitalization, reclassification or other similar event after the Effective Date) and in the case of the Series D Convertible Preferred Stock, any capital stock of the Corporation issued at a per

share price equal to or greater than \$0.39 per share (which amount shall be adjusted equitably whenever there shall occur a stock dividend, stock split, stock combination, reorganization, recapitalization, reclassification or other similar event after the Effective Date); or

(7) the issuance of shares of Series D Convertible Preferred Stock in the Series D Financing (as defined below) pursuant to the Purchase Agreement or the issuance of shares of Common Stock upon conversion of such shares of Series D Convertible Preferred Stock.

(ii) Stock Splits and Dividends. In the event the Corporation should at any time after the Effective Date fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or Common Stock Equivalents without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Series A Applicable Conversion Value, the Series B Applicable Conversion Value, the Series C Applicable Conversion Value and the Series D Applicable Conversion Value shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase of the aggregate of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents with the number of shares issuable with respect to Common Stock Equivalents determined from time to time in the manner provided for in Section 6(d)(i)(F).

(iii) Reverse Stock Splits. If the number of shares of Common Stock outstanding at any time after the Effective Date is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Series A Applicable Conversion Value, the Series B Applicable Conversion Value, the Series C Applicable Conversion Value and the Series D Applicable Conversion Value shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of each such series shall be decreased in proportion to such decrease in outstanding shares.

(e) Automatic Conversion Upon Election or Initial Public Offering.

(i) Mandatory Conversion of Preferred Stock. Immediately upon the earlier of (1) the election of the holders of a majority of the outstanding shares of Preferred Stock (voting as a single class on an as-converted to Common Stock basis), which majority must include the holders of at least sixty-five percent (65%) of the then outstanding shares of Series C Convertible Preferred Stock and the holders of at least a majority of the then outstanding shares of Series D Convertible Preferred Stock, or (2) the closing of an underwritten public offering with a regionally or nationally recognized full-service investment bank pursuant to an effective registration statement filed pursuant to the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Corporation in which the Corporation actually receives aggregate gross proceeds equal to or greater than \$20,000,000 at a price per share of Common Stock of not less than \$1.17 (which amount shall be adjusted equitably whenever there

shall occur a stock dividend, stock split, stock combination, reorganization, recapitalization, reclassification or other similar event with respect to the Common Stock after the Effective Date) (a "Qualified IPO"), all outstanding shares of Preferred Stock shall be converted automatically into the number of shares of Common Stock into which such shares of Preferred Stock are then convertible pursuant to Section 6 hereof as of the closing of such Qualified IPO, without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent.

(ii) Surrender of Certificates Upon Mandatory Conversion. Upon the occurrence of the conversion event specified in the preceding paragraph (i), the holders of the Preferred Stock shall, upon notice from the Corporation, surrender the certificates representing such shares at the office of the Corporation or of its transfer agent. Thereupon, there shall be issued and delivered to such holder a certificate or certificates for the number of shares of Common Stock into which the shares of Preferred Stock so surrendered were convertible on the date on which such conversion occurred. The Corporation shall not be obligated to issue such certificates unless certificates evidencing the shares of Preferred Stock being converted are either delivered to the Corporation or any such transfer agent, or the holder notifies the Corporation that such certificates have been lost, stolen or destroyed and executes an agreement reasonably satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection therewith.

(f) Dividends. In the event the Corporation shall make or issue, or shall fix a record date for the determination of holders of Common Stock entitled to receive a dividend or other distribution (other than a distribution in liquidation or other distribution otherwise provided for herein) with respect to the Common Stock payable in (i) securities of the Corporation other than shares of Common Stock, or (ii) other assets (excluding cash dividends or distributions), then and in each such event provision shall be made so that the holders of Preferred Stock shall receive upon conversion thereof in addition to the number of shares of Common Stock receivable thereupon, the number of securities or such other assets of the Corporation which they would have received had their Preferred Stock been converted into Common Stock on the date of such event and had they thereafter, during the period from the date of such event to and including the Conversion Date (as that term is hereafter defined in Section 6(j)), retained such securities or such other assets receivable by them during such period, giving application to all other adjustments called for during such period under this Section 6 with respect to the rights of the holders of Preferred Stock.

(g) Capital Reorganization or Reclassification. If the Common Stock shall be changed into the same or different number of shares of any class or classes of capital stock, whether by capital reorganization, recapitalization, reclassification or otherwise (other than a subdivision or combination of shares or stock dividend provided for elsewhere in this Section 6, or a merger, consolidation or sale of all or substantially all of the Corporation's capital stock or assets to any other person), then and in each such event the holder of each share of Preferred Stock shall have the right thereafter to convert such share into the kind and amount of shares of capital stock and other securities and property receivable upon such reorganization, recapitalization, reclassification or other change by the holders of the number of shares of Common Stock into which such shares of Preferred Stock might have been converted immediately prior to such reorganization, recapitalization, reclassification or change, all subject

to further adjustment as provided herein. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 6 with respect to the rights of the holders of such Preferred Stock after the recapitalization to the end that the provisions of this Section 6 (including adjustment of the applicable conversion values then in effect and the number of shares purchasable upon conversion of such Preferred Stock) shall be applicable after that event and be as nearly equivalent as practicable.

(h) Merger, Consolidation or Sale of Assets. If at any time or from time to time there shall be a merger or consolidation of the Corporation with or into another corporation (other than a merger or reorganization involving only a change in the state of incorporation of the Corporation), or the sale of all or substantially all of the Corporation's capital stock or assets to any other person, then, as a part of such reorganization, merger, consolidation or sale, and if and to the extent the holders of Preferred Stock do not make the liquidation treatment election contemplated by Section 3(b) hereof, provision shall be made so that the holders of the Preferred Stock shall thereafter be entitled to receive upon conversion of the Preferred Stock the number of shares of stock or other securities or property of the Corporation, or of the successor corporation resulting from such merger or consolidation, to which such holder would have been entitled if such holder had converted its shares of Preferred Stock immediately prior to such reorganization, merger, consolidation or sale. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 6 to the end that the provisions of this Section 6 (including adjustment of the Series A Applicable Conversion Value, Series B Applicable Conversion Value, Series C Applicable Conversion Value and Series D Applicable Conversion Value then in effect and the number of shares of Series A Convertible Preferred Stock, Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock) shall be applicable after that event in as nearly equivalent a manner as may be practicable.

(i) Certificate as to Adjustments; Notice by Corporation. In each case of an adjustment or readjustment of the Series A Applicable Conversion Rate, the Series B Applicable Conversion Rate, the Series C Applicable Conversion Rate or the Series D Applicable Conversion Rate, the Corporation at its expense will furnish each holder of Series A Convertible Preferred Stock, Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock, as the case may be, with a certificate prepared by the President, Treasurer or Chief Financial Officer of the Corporation, showing such adjustment or readjustment, and stating in detail the facts upon which such adjustment or readjustment is based.

(j) Exercise of Conversion Privilege. To exercise its conversion privilege, a holder of Preferred Stock shall surrender the certificate or certificates representing the shares being converted to the Corporation at its principal office, duly endorsed in blank or otherwise in a form satisfactory to the Corporation, and shall give written notice to the Corporation at that office that such holder elects to convert such shares and the number of shares that such holder wishes to convert. In the event a converting holder fails to notify the Corporation of the number of shares of Preferred Stock which such holder wishes to convert, then such holder shall be deemed to have elected to convert all shares represented by the certificate or certificates surrendered for conversion. Such notice shall also state the name or names (with address or addresses) in which the certificate or certificates for shares of Common Stock issuable upon such conversion shall be issued; provided, however, that if the names are other than the registered

holders thereof, such notice shall be accompanied by an opinion of counsel reasonably acceptable to the Corporation that such certificates may be issued (and the Common Stock transferred) pursuant to an available exemption from the registration requirements of applicable state and federal securities laws. The certificate or certificates for shares of Preferred Stock surrendered for conversion shall be accompanied by proper assignment thereof to the Corporation or in blank. The date when such written notice and assignment (and opinion, as applicable) is received by the Corporation, together with the certificate or certificates representing the shares of Preferred Stock being converted, shall be the "Conversion Date." As promptly as practicable after the Conversion Date, the Corporation shall issue and shall deliver to the holder of the shares of Preferred Stock being converted, or on its written order, such certificate or certificates as it may request for the number of whole shares of Common Stock issuable upon the conversion of such shares of Preferred Stock in accordance with the provisions of this Section 6, rounded up to the nearest whole share as provided in Section 6(k), in respect of any fraction of a share of Common Stock issuable upon such conversion. Such conversion shall be deemed to have been effected immediately prior to the close of business on the Conversion Date, and at such time the rights of the holder as holder of the converted shares of Preferred Stock shall cease and the person(s) in whose name(s) any certificate(s) for shares of Common Stock shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares of Common Stock represented thereby.

(k) No Issuance of Fractional Shares. No fractional shares of Common Stock or scrip representing fractional shares shall be issued upon the conversion of shares of Preferred Stock. Instead of any fractional shares of Common Stock which would otherwise be issuable upon conversion of Preferred Stock, the Corporation shall round up to the next whole share of Common Stock issuable upon the conversion of shares of Preferred Stock. The determination as to whether any fractional shares of Common Stock shall be rounded up shall be made with respect to the aggregate number of shares of Preferred Stock being converted at any one time by any holder thereof, not with respect to each share of Preferred Stock being converted.

(l) Partial Conversion. In the event some but not all of the shares of Preferred Stock represented by a certificate(s) surrendered by a holder are converted, the Corporation shall execute and deliver to or on the order of the holder, at the expense of the Corporation, a new certificate representing the number of shares of Preferred Stock which were not converted.

(m) Reservation of Common Stock. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Preferred Stock (including any shares of Preferred Stock represented by any warrants, options, subscription or purchase rights for Preferred Stock), 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 the Preferred Stock (including any shares of Preferred Stock represented by any warrants, options, subscriptions or purchase rights for such Preferred Stock), the Corporation shall take such 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 purpose.

(n) No Reissuance of Preferred Stock. No share or shares of Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise, except for shares of Preferred Stock purchased and reissued by the Corporation with the prior written approval of at least a majority of the then outstanding shares of Preferred Stock (voting together as a single class on an as-converted to Common Stock basis), shall be reissued, and such shares shall be cancelled, retired and eliminated from the shares which the Corporation shall be authorized to issue. The Corporation shall from time to time take such appropriate corporate action as may be necessary to reduce the authorized number of shares of the Preferred Stock.

6A. Special Mandatory Conversion.

(a) Trigger Event. In the event that any holder of shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock does not participate in the Series D Financing (as defined below) by purchasing, in the aggregate, in the Series D Financing and within the time period specified by the Corporation in the Purchase Agreement (as defined below) (provided that the Corporation has sent to each holder of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock written notice at least ten (10) days prior to the final closing of the Series D Financing, and the opportunity to purchase its Pro Rata Amount (as defined below) of the Series D Financing), such holder's Pro Rata Amount, then the Applicable Portion (as defined below) of the shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock held by such holder shall automatically, and without any further action on the part of such holder, be converted into shares of Common Stock at the Series A Applicable Conversion Rate (in the case of the Series A Convertible Preferred Stock), the Series B Applicable Conversion Rate (in the case of the Series B Convertible Preferred Stock) and the Series C Applicable Conversion Rate (in the case of the Series C Convertible Preferred Stock), in effect immediately prior to the initial issuance of shares of Series D Preferred Stock in the Series D Financing (and without giving effect to the adjustment to the Applicable Conversion Rate resulting from the Series D Financing pursuant to Section 6(c)(ii) above), effective upon, subject to, and concurrently with, the consummation of the Series D Financing. For purposes of clarification, in the event the Series D Financing is effected in more than one closing, (i) the written notice to holders of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock must be sent at least ten (10) days prior to the final closing at which such holders will be entitled to purchase securities in the Series D Financing and (ii) the Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock converted into Common Stock pursuant to this Section 6A shall be converted based on the Series A Applicable Conversion Rate (in the case of the Series A Convertible Preferred Stock), the Series B Applicable Conversion Rate (in the case of the Series B Convertible Preferred Stock) and the Series C Applicable Conversion Rate (in the case of the Series C Convertible Preferred Stock), in effect immediately prior to the first issuance of securities in the Series D Financing and without giving effect to any adjustment to the Series A Applicable Conversion Rate, the Series B Applicable Conversion Rate and the Series C Applicable Conversion Rate resulting from the Series D Financing. For purposes of determining the number of shares of Preferred Stock owned by a holder, and for determining the number of Offered Securities (as defined below) a holder of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock has purchased in the Series D Financing, all shares of Preferred Stock held by Affiliates (as defined below) of such holder shall be aggregated with such holder's shares and 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 affiliated entities or persons). Such conversion is referred to as a "Special Mandatory Conversion."

(b) Procedural Requirements. Upon a Special Mandatory Conversion, each holder of shares of Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock converted pursuant to Section 6A(a) shall be sent written notice of such Special Mandatory Conversion and the place designated for mandatory conversion of all such shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock pursuant to this Section 6A. Upon receipt of such notice, each holder of such shares of Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock shall surrender his, her or its certificate or certificates for all such shares (or, if such 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) to the Corporation at the place designated in such notice. 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. All rights with respect to the Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock converted pursuant to Section 6A, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the time of the Special Mandatory Conversion (notwithstanding the failure of the holder or holders thereof to surrender the certificates for such shares at or prior to such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates therefor (or lost certificate affidavit and agreement), to receive the items provided for in the next sentence of this Subsection 6A(b). As soon as practicable after the Special Mandatory Conversion and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock so converted, the Corporation shall issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof, together with the payment of any declared but unpaid dividends on the shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock converted and a new certificate for the number of shares, if any, of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock represented by such surrendered certificate and not converted pursuant to Section 6A. No fractional shares of Common Stock or scrip representing fractional shares shall be issued upon the conversion of shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock pursuant to this Section 6A. Instead of any fractional shares of Common Stock which would otherwise be issuable upon such conversion of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock, the Corporation shall round up to the next whole share of Common Stock issuable upon the conversion of shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock. The determination as to whether any fractional shares of Common Stock shall be rounded up shall be made with respect to the aggregate number of shares of each holder's Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock being converted at one time and not with respect to each share of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock being converted.

Such converted Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series.

(c) **Definitions.** For purposes of this Section 6A, the following definitions shall apply:

(i) **"Affiliate"** shall mean, with respect to any holder of shares of Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock, 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.

(ii) **"Applicable Portion"** shall mean, with respect to any holder of shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock, (A) in the case of Series A Convertible Preferred Stock, a number of shares of Series A Convertible Preferred Stock held by the holder calculated by multiplying the aggregate number of shares of the Series A Convertible Preferred Stock held by such holder immediately prior to the Series D Financing by a fraction, the numerator of which is equal to the amount, if positive, by which such holder's Pro Rata Amount exceeds the number of Offered Securities actually purchased by such holder in the Series D Financing, and the denominator of which is equal to such holder's Pro Rata Amount; (B) in the case of Series B Convertible Preferred Stock, a number of shares of Series B Convertible Preferred Stock held by the holder calculated by multiplying the aggregate number of shares of the Series B Convertible Preferred Stock held by such holder immediately prior to the Series D Financing by a fraction, the numerator of which is equal to the amount, if positive, by which such holder's Pro Rata Amount exceeds the number of Offered Securities actually purchased by such holder in the Series D Financing, and the denominator of which is equal to such holder's Pro Rata Amount; and (C) in the case of Series C Convertible Preferred Stock, a number of shares of Series C Convertible Preferred Stock held by the holder calculated by multiplying the aggregate number of shares of the Series C Convertible Preferred Stock held by such holder immediately prior to the Series D Financing by a fraction, the numerator of which is equal to the amount, if positive, by which such holder's Pro Rata Amount exceeds the number of Offered Securities actually purchased by such holder in the Series D Financing, and the denominator of which is equal to such holder's Pro Rata Amount. The Applicable Portion shall be calculated and apply with respect to each series of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock held by such holder.

(iii) **"Offered Securities"** shall mean the equity securities of the Corporation set aside by the Board of Directors of the Corporation for purchase by holders of outstanding shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock in connection with the Series D Financing, and offered to such holders.

(iii) **"Pro Rata Amount"** shall mean, with respect to any holder of Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock, the lesser of (a) a number of Offered Securities calculated by multiplying the aggregate number of Offered

Securities by a fraction (rounded to the nearest one-tenth of one percent), the numerator of which is equal to the number of shares of Common Stock issuable upon conversion of all shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock owned by such holder, and the denominator of which is equal to the aggregate number of shares of Common Stock issuable upon conversion of all issued and outstanding shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock, or (b) the maximum number of Offered Securities that such holder is permitted by the Corporation to purchase in the Series D Financing, after giving effect to any cutbacks or limitations established by the Board of Directors and applied on a pro rata basis to all holders of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock (counting the Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock on an as-if-converted basis).

(iv) "Series D Financing" shall mean the contemplated financing, whereby the Corporation will issue and sell up to 34,106,858 shares of Series D Preferred Stock to certain investors pursuant to the Purchase Agreement.

7. Redemption.

(a) Optional Redemption. Commencing on July 30, 2014, and thereafter, with respect to shares of Preferred Stock that have not been converted into shares of Common Stock, at any time and from time to time, at the option of and on the written request of the holders of not less than a majority of the outstanding shares of Preferred Stock (voting together as a single class on an as-converted to Common Stock basis), which majority must include the holders of (i) not less than sixty-five percent (65%) of the outstanding shares of Series C Convertible Preferred Stock and (ii) a majority of the issued and outstanding shares of Series D Convertible Preferred Stock, the Corporation shall redeem all or the requested portion of the outstanding shares of Preferred Stock in three (3) equal annual installments. The first redemption shall occur on the date specified in such redemption request, and the second and third such redemption shall occur on the second and third anniversary of the date specified in such redemption request (each a "Redemption Date"). All outstanding shares of Preferred Stock not redeemed at a Redemption Date pursuant to this Section 7(a) shall remain outstanding. On each Redemption Date, the redemption price to be paid by the Corporation for each share of Series D Convertible Preferred Stock redeemed pursuant to this Section 7(a) shall be equal to the Series D Liquidation Value on the first Redemption Date, the redemption price to be paid by the Corporation for each share of Series C Convertible Preferred Stock redeemed pursuant to this Section 7(a) shall be equal to the Series C Liquidation Value on the first Redemption Date, the redemption price to be paid by the Corporation for each share of Series B Convertible Preferred Stock redeemed pursuant to this Section 7(a) shall be equal to the Series B Liquidation Value on the first Redemption Date, and the redemption price to be paid by the Corporation for each share of Series A Convertible Preferred Stock redeemed pursuant to this Section 7(a) shall be equal to the Series A Liquidation Value on the first Redemption Date (in each case, the "Redemption Price"). The Redemption Price set forth in this Section 7 shall be subject to equitable adjustment whenever there shall occur a stock split, stock dividend, combination, recapitalization, reclassification, or other similar event involving a change in the Series A Convertible Preferred Stock, Series B Convertible Preferred Stock, Series C Convertible Preferred Stock or Series D Convertible Preferred Stock, in each case, after the Effective Date.

(b) Insufficient Funds for Redemption.

(i) If the funds of the Corporation legally available for redemption of the Preferred Stock on the applicable Redemption Date are insufficient to redeem all of the shares of Preferred Stock to be so redeemed on such Redemption Date, the legally available funds shall first be used to redeem the shares of Series D Convertible Preferred Stock. If the funds of the Corporation legally available for redemption are insufficient to redeem all of the shares of the Series D Convertible Preferred Stock, the holders of shares of Series D Convertible Preferred Stock shall share ratably in any funds legally available for redemption of such shares according to the respective amounts which would be payable with respect to the number of shares owned by them if the shares to be so redeemed on such Redemption Date were redeemed in full. If, after the redemption of all of the outstanding shares of Series D Convertible Preferred Stock, the funds of the Corporation legally available for redemption of the Preferred Stock on the applicable Redemption Date are insufficient to redeem all of the remaining shares of Preferred Stock to be so redeemed on such Redemption Date, the legally available funds remaining after redemption the Series D Convertible Preferred shall first be used to redeem the shares of Series C Convertible Preferred Stock. If, after the redemption of all of the outstanding shares of Series D Convertible Preferred Stock, the remaining funds of the Corporation legally available for redemption are insufficient to redeem all of the shares of the Series C Convertible Preferred Stock, the holders of shares of Series C Convertible Preferred Stock shall share ratably in any funds legally available for redemption of such shares according to the respective amounts which would be payable with respect to the number of shares owned by them if the shares to be so redeemed on such Redemption Date were redeemed in full. The shares of Series D Convertible Preferred Stock and Series C Convertible Preferred Stock not redeemed shall remain outstanding and entitled to all rights and preferences provided herein. Once all of the shares of Series D Convertible Preferred Stock and Series C Convertible Preferred Stock to be redeemed on the Redemption Date have been so redeemed, the holders of shares of Series A Convertible Preferred Stock and Series B Convertible Preferred Stock shall share ratably in any funds legally available for redemption of such shares according to the respective amounts which would be payable with respect to the number of shares owned by them if the shares to be so redeemed on such Redemption Date were redeemed in full. The shares of Series A Convertible Preferred Stock and Series B Convertible Preferred Stock not redeemed shall remain outstanding and entitled to all rights and preferences provided herein.

(ii) At any time thereafter when additional funds of the Corporation are legally available for the redemption of such shares of Preferred Stock, such funds will be used, as soon as practicable but no later than the end of the next succeeding fiscal quarter, first to redeem any unredeemed Series D Convertible Preferred Stock, then to redeem any unredeemed Series C Convertible Preferred Stock, then to redeem the balance of any unredeemed Series A Convertible Preferred Stock and Series B Convertible Preferred Stock, or such portion thereof for which funds are then legally available, on the basis set forth above.

(c) Redemption Proportionate. Each redemption of Series A Convertible Preferred Stock and Series B Convertible Preferred Stock pursuant to this Section 7 shall be made so that the number of shares of Series A Convertible Preferred Stock and/or Series B Convertible Preferred Stock to be redeemed from each registered owner electing to have all or a portion of such holder's shares of Series A Convertible Preferred Stock and/or Series B

Convertible Preferred Stock redeemed shall be on a pro rata basis according to the respective liquidation preferences of shares of Series A Convertible Preferred Stock and Series B Convertible Preferred Stock which each such holder of Series A Convertible Preferred Stock and/or Series B Convertible Preferred Stock owns of record as of the applicable Redemption Date.

(d) Surrender of Certificates. Each holder of Preferred Stock electing to have all or a portion of such holder's shares of Preferred Stock redeemed shall surrender the certificate(s) representing such redeemed shares to the Corporation at its principal executive offices, and thereupon, as of the applicable Redemption Date, the Redemption Price for such shares as set forth in this Section 7 shall be paid to the order of the person whose name appears on such certificate(s) and each surrendered certificate shall be canceled and retired. In the event some but not all of Preferred Stock represented by a certificate(s) surrendered by a holder are being redeemed, the Corporation shall execute and deliver to or on the order of the holder, at the expense of the Corporation, a new certificate representing the number of shares of Preferred Stock which were not redeemed.

(e) Dividends and Conversion after Redemption. From and after payment in full of the Redemption Price, no shares of Preferred Stock that are redeemed pursuant to Section 7(a) shall be entitled to any further dividends pursuant to Section 2 hereof or to the conversion provisions set forth in Section 6 hereof and all rights of the holders of such shares as holders of Preferred Stock shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever; provided, however, that in all events such redemption is consummated

(f) Waiver of Redemption. Each holder of Preferred Stock shall have the right to waive redemption under this Section 7 of shares owned by such holder; provided that such waiver shall not affect the number of shares to be redeemed from any other holder.

8. Preemptive Rights.

(a) Generally. The Corporation shall, at least ten (10) days prior to issuance by the Corporation of any of its securities to any party (the "Initial Notice Period"), other than Excluded Stock (as defined in Section 8(b)), give written notice of such issuance to each holder of the Series D Convertible Preferred Stock, the Series C Convertible Preferred Stock and the Series B Convertible Preferred Stock (the "Offerees"). The Corporation's written notice to the Offerees shall describe the securities proposed to be issued by the Corporation, its bona fide intention to sell such securities and specify the number, price and payment terms. Each Offeree shall have the right, for a period of twenty (20) days from such notice, to purchase, at the same price and on the same terms and conditions, that number of additional securities of the Corporation as would be necessary to preserve such Offeree's percentage interest in the equity of the Corporation on a fully diluted, as converted basis, as of the time immediately prior to such issuance. Each Offeree may accept the Corporation's offer as to the full number of securities offered to it or any lesser number, by written notice thereof given by it to the Corporation prior to the expiration of the aforesaid twenty (20) day period, in which event the Corporation shall promptly sell and such Offeree shall buy, upon the terms specified, the number of securities agreed to be purchased by such Offeree. In the event an Offeree does not purchase all or some of

its pro rata share of an offering, the remainder of the Offeree's pro rata portion of the offering shall be offered to the Offerees that did elect to purchase their full pro rata portion of such securities on a pro rata basis and such other Offerees shall have five (5) days from the end of such twenty (20) day period in which to provide notice to the Corporation of their intention to purchase all or a portion of such shares offered to Offerees.

The Corporation shall be free at any time after the end of the Initial Notice Period and prior to one hundred twenty (120) days after the end of the Initial Notice Period to offer and sell the offered securities to any third party or parties, at a price and on payment terms no less favorable to the Corporation than those specified in such notice of offer to the Offerees, as long as sufficient securities are reserved for issuance to meet the Corporation's obligations to the Offerees pursuant to the prior paragraph (i.e., to reserve for sale to the Offerees that number of securities as would be necessary to preserve such Offerees' percentage interest in the equity of the Corporation on a fully diluted, as converted basis, as of the time immediately prior to such issuance). However, if such third party sale or sales are not consummated within such one hundred twenty (120) day period, the Corporation shall not sell such securities as shall not have been purchased within such period without again complying with this Section 8. The obligations of the Corporation under this Section 8 shall terminate upon the completion of a Qualified IPO. Notwithstanding anything contained in this Agreement to the contrary, the written notice of an offer to purchase newly issued shares to which a participation right applies (as provided in the preceding paragraph) need not be given prior to the purchase by the party intending to purchase the newly issued shares, provided such offer is sent within five (5) days thereafter and remains open for a twenty (20) day period from the date of such notice, and further provided that the Corporation has set aside a number of shares sufficient to satisfy the obligations of the Corporation pursuant to this section.

(b) Excluded Stock. Notwithstanding the foregoing provisions, Section 8 shall not apply to (i) the shares of Common Stock (or Common Stock Equivalents) issued or issuable at not less than fair market value to officers, employees or directors of, or consultants to, the Corporation pursuant to any stock purchase or option plan or other employee stock bonus arrangement as approved by the Corporation's Board of Directors, but not exceeding 19,150,968 shares of Common Stock (which number shall be adjusted equitably whenever there shall occur a stock dividend, stock split, stock combination, reorganization, recapitalization, reclassification or other similar event involving the Common Stock after the Effective Date) without the approval of holders of a majority of the outstanding shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock, voting together as a single class on an as converted basis; (ii) securities issuable upon any subdivision of shares of Common Stock, provided that the securities issued pursuant to such subdivision are limited to additional shares of Common Stock; (iii) securities issuable pursuant to a Qualified IPO; (iv) securities issued pursuant to a business partnership, joint venture, equipment financing or any similar endeavor the primary purpose of which is for other than capital raising purposes; (v) the initial issuance by the Corporation of up to 18,901,520 shares of Series C Convertible Preferred Stock; (v) the initial issuance by the Corporation of up to 35,645,320 shares of Series D Convertible Preferred Stock; and (vi) the shares of Common Stock issuable upon conversion of Preferred Stock (including shares of Preferred Stock issuable upon exercise of warrants or options) (together the "Excluded Stock").

(c) The provisions of this Section 8 may be waived in any instance (without the necessity of convening any meeting of stockholders of the Corporation) upon the written consent of the holders of at least a majority of the then outstanding shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock, as a single class on an as converted basis.

9. Registration of Transfer. The Corporation will keep at its principal office a register for the registration of shares of Preferred Stock. Subject to the next sentence, upon the surrender of any certificate representing shares of Preferred Stock at such place, the Corporation will, at the request of the record holders of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefore representing the aggregate number of shares of Preferred Stock represented by the surrendered certificate. Unless waived by the Corporation, it shall be a condition precedent to any such transfer that the Corporation shall receive an opinion of counsel reasonably acceptable to the Corporation that such certificates may be issued (and the Preferred Stock transferred) pursuant to an available exemption from the registration requirements of applicable state and federal securities laws. Each such new certificate will be registered in such name and will represent such number of shares of Preferred Stock as is required by the holder of the surrendered certificate and will be substantially identical in form to the surrendered certificate.

10. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of Preferred Stock, and in the case of any such loss, theft or destruction, upon delivery and receipt of any indemnity bond or other agreement or security from the holder reasonably satisfactory to the Corporation or, in the case of such mutilation upon surrender and cancellation of such certificate, the Corporation will (at its expense) execute and deliver in lieu of such lost, stolen, destroyed, or mutilated certificate a new certificate of like tenor and amount.

11. Restrictions and Limitations on Corporate Action and Amendments to the Articles of Incorporation.

(a) Approval of Series A Convertible Preferred Stock. The Corporation shall not (by amendment, merger, consolidation or otherwise), without the approval by vote or written consent of the holders of at least a majority of the then outstanding shares of Series A Convertible Preferred Stock, voting together as a single class:

(i) amend or waive any provision herein or the Bylaws in a manner that would alter or change the rights, preferences or privileges of, any Series A Convertible Preferred Stock so as to affect the Series A Convertible Preferred Stock adversely but not so affect the entire class of Preferred Stock;

(ii) increase or decrease the authorized number of shares of Series A Convertible Preferred Stock; or

(iii) amend any provisions of this Section 11(a).

(b) Approval of Series B Convertible Preferred Stock. The Corporation shall not (by amendment, merger, consolidation or otherwise), without the approval by vote or written consent of the holders of at least a majority of the then outstanding shares of Series B Convertible Preferred Stock, voting together as a single class:

(i) amend or waive any provision herein or the Bylaws in a manner that would alter or change the rights, preferences or privileges of, any Series B Convertible Preferred Stock so as to affect the Series B Convertible Preferred Stock adversely but not so affect the entire class of Preferred Stock;

(ii) increase or decrease the authorized number of shares of Series B Convertible Preferred Stock; or

(iii) amend any provisions of this Section 11(b).

(c) Approval of Series C Convertible Preferred Stock. The Corporation shall not (by amendment, merger, consolidation or otherwise), without the approval by vote or written consent of the holders of at least sixty-five percent (65%) of the then outstanding shares of Series C Convertible Preferred Stock, voting together as a single class:

(i) amend or waive any provision herein or the Bylaws in a manner that would alter or change the rights, preferences or privileges of, any Series C Convertible Preferred Stock;

(ii) increase or decrease the authorized number of shares of Series C Convertible Preferred Stock; or

(iii) amend any provisions of this Section 11(c).

(d) Approval of Series D Convertible Preferred Stock. The Corporation shall not (by amendment, merger, consolidation or otherwise), without the approval by vote or written consent of the holders of at least a majority of the then outstanding shares of Series D Convertible Preferred Stock, voting together as a single class:

(i) increase or decrease the authorized number of shares of Series D Convertible Preferred Stock; or

(ii) amend any provisions of this Section 11(d).

(e) Special Approval of Series D Convertible Preferred Stock. The Corporation shall not (by amendment, merger, consolidation or otherwise), without the approval by vote or written consent of the holders of at least a majority of the then outstanding shares of Series D Convertible Preferred Stock, voting together as a single class, amend or waive any provision herein or the Bylaws in a manner that would alter or change the rights, preferences or privileges of any Series D Convertible Preferred Stock unless such amendment or waiver similarly affects (on a relative basis) all series of Preferred Stock. Further, in the event (1) the amendment or waiver contemplated by the preceding sentence (by amendment, merger, consolidation or otherwise) adversely alters or changes the rights, preferences or privileges of any Series D

Convertible Preferred Stock and does not similarly affect (on a relative basis) all series of Preferred Stock and (2) such amendment or waiver is not approved by the Series D Director (as defined below), then the majority of the Series D Convertible Preferred Stock approving such amendment or waiver must include Rogers Corporation for so long as Rogers Corporation continues to hold at least 1,000,000 shares of Series D Convertible Preferred Stock (which amount shall be adjusted equitably whenever there shall occur a stock dividend, stock split, stock combination, reorganization, recapitalization, reclassification or other similar event involving the Series D Convertible Preferred Stock after the Effective Date);

(f) Approval of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock. The Corporation shall not (by amendment, merger, consolidation or otherwise), without the approval by vote or written consent of the holders of at least a majority of the then outstanding shares of Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock, voting together as a single class on an as converted basis:

(i) increase or decrease the authorized number of shares of Preferred Stock or Common Stock or otherwise amend the Corporation's Articles of Incorporation in any way;

(ii) authorize the issuance of any equity securities (or securities convertible into or exercisable or exchangeable for equity securities) ranking senior or *pari passu* to the Series C Convertible Preferred Stock or Series D Convertible Preferred Stock;

(iii) redeem, purchase or otherwise acquire for value (or pay into or set aside for a sinking fund for such purpose), any share or shares of the Corporation's capital stock other than pursuant to Section 7 hereof (or pursuant to equity incentive agreements with service providers giving the Corporation the right to repurchase shares upon the termination of services);

(iv) engage in any merger, acquisition, consolidation, or other corporate reorganization, or any transaction or series of transactions in which in excess of fifty percent (50%) of the Corporation's voting power is transferred or in which all or substantially all of the assets of the Corporation are sold or exclusively licensed, or any liquidation, winding up, dissolution or voluntary bankruptcy of the Corporation;

(v) increase or decrease the authorized size of the Corporation's Board of Directors, except with the approval of the Board, including at least one Series B Director and Series C Director;

(vi) result in the payment or declaration of any dividend on any shares of Common or Preferred Stock;

(vii) authorize the issuance of any securities by any subsidiary of the Corporation to any person or entity other than the Corporation or any of its affiliates;

(viii) authorize the issuance of any debt securities of the Corporation that would, at any time, exceed \$100,000 in the aggregate, unless the issuance thereof is authorized by the Board, including at least one Series B Director and one Series C Director; or

(ix) amend any provisions of this Section 11(f).

12. No Dilution or Impairment. The Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, transfer of capital stock or assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of the Preferred Stock set forth herein, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the holders of the Preferred Stock hereunder. Without limiting the generality of the foregoing, the Corporation (a) will not increase the par value of any shares of stock receivable on the conversion of the Preferred Stock above the amount payable therefor on such conversion, and (b) will take all such action as may be necessary or appropriate in order that the Corporation may validly and legally issue fully paid and nonassessable shares of stock on the conversion of all Preferred Stock from time to time outstanding.

13. Notices of Record Date. In the event of:

(a) 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 or other distribution, or any right to subscribe for, purchase or otherwise acquire any shares of capital stock of any class or any other securities or property, or to receive any other right; or

(b) any capital reorganization of the Corporation, any reclassification or recapitalization of the capital stock of the Corporation, any merger or consolidation of the Corporation, or any transfer of all or substantially all of the assets of the Corporation to any other corporation, or any other entity or person; or

(c) any voluntary or involuntary dissolution, liquidation or winding up of the Corporation,

then and in each such event the Corporation shall mail or cause to be mailed to each holder of Preferred Stock a notice specifying (i) the date on which any such record is to be taken for the purpose of such dividend, distribution or right and a description of such dividend, distribution or right, (ii) the date on which any such reorganization, reclassification, recapitalization, transfer, consolidation, merger, sale, dissolution, liquidation or winding up is expected to become effective, and (iii) the time, if any, that is to be fixed, as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such reorganization, reclassification, recapitalization, transfer, consolidation, merger, sale, dissolution, liquidation or winding up. Such notice shall be mailed by first class mail, postage prepaid, at least ten (10) days prior to the earlier of (1) the date specified in such notice on which such record is to be taken and (2) the date on which such action is to be taken.

14. Notices. Except as otherwise expressly provided, all notices referred to herein will be in writing and will be delivered by registered or certified mail, return receipt requested, postage prepaid and will be deemed to have been given when so mailed (i) to the Corporation, at its

principal executive offices and (ii) to any stockholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise indicated in writing by any such holder).

ARTICLE V

Directors

1. Number. The Board of Directors of the Corporation shall consist of seven (7) members (provided that with the approval of the Board of Directors, including one Series B Director and the Series C Director, the Board of Directors may increase or decrease the number of directors constituting the Board of Directors).

2. Series A Directors. Holders of the Series A Convertible Preferred Stock, voting as a single class, shall elect one (1) director to the Board of Directors of the Corporation (the "Series A Director").

3. Series B Directors. Holders of the Series B Convertible Preferred Stock, voting as a single class, shall elect one (1) director to the Board of Directors of the Corporation (the "Series B Director").

4. Series C Director. Holders of the Series C Convertible Preferred Stock, voting as a single class, shall elect two (2) directors to the Board of Directors of the Corporation (the "Series C Directors").

5. Series D Director. Holders of the Series D Convertible Preferred Stock, voting as a single class, shall elect one (1) director to the Board of Directors of the Corporation (the "Series D Director").

6. Common Directors. Holders of the Common Stock, voting as a single class, shall elect one (1) director to the Board of Directors of the Corporation (the "Common Stock Director"), who shall be the Chief Executive Officer of the Corporation.

7. Other Director. Holders of a majority of the Corporation's Preferred Stock (on an as converted basis) and Common Stock, voting together as a single class shall elect one (1) director to the Board of Directors of the Corporation (the "Other Director"). In the event the number of directors is increased above seven (7), holders of a majority of the Corporation's Preferred Stock (on an as converted basis) and Common Stock, voting together as a single class shall elect the additional director(s).

8. Replacement. Shareholders entitled to designate members of the Corporation's Board of Directors pursuant to this Article V, in their sole discretion, may remove and replace, whether upon the occurrence of a vacancy for any reason, or otherwise, their respective designees.

ARTICLE VI

Amendment

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

ARTICLE VII

Bylaws

The power to adopt, amend or repeal bylaws for the management of this Corporation shall be vested in the Board of Directors or the shareholders, but the Board of Directors may not amend or repeal any bylaw adopted by the shareholders if the shareholders specifically provide that such bylaw is not subjected to amendment or repeal by the Board of Directors.

ARTICLE VIII

Indemnification

The Corporation shall indemnify any incorporator, officer or director, or any former incorporator, officer or director, to the fullest extent permitted by law.


The undersigned, for the purpose of forming a corporation under the laws of the State of Florida does make, file and record these Articles of Incorporation, and does certify that the facts herein stated are true, and I have accordingly hereunto set my hand and seal.

[Reminder of page left intentionally blank.]

IN WITNESS WHEREOF, the Corporation has caused these Fifth Amended and Restated Articles of Incorporation to be executed as of July 14, 2009.

SOLICORE, INC.

By: _____


David B. Corey
Chief Executive Officer

ACCEPTANCE OF APPOINTMENT BY REGISTERED AGENT

THE UNDERSIGNED, having been named in the foregoing Fifth Amended and Restated Articles of Incorporation as the registered agent at the office designated therein, hereby accepts such appointment and agrees to act in such capacity. The undersigned hereby states that it is familiar with, and hereby accepts, the obligations set forth in Section 607.0505, Florida Statutes, and the undersigned will further comply with any other provisions of law made applicable to it as the registered agent of Solicore, Inc.

DATED: Effective this 14 day of July, 2009.

A handwritten signature in black ink, appearing to read 'DB Corey', is written over a horizontal line.

David B. Corey, Registered Agent