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**COR AMND/RESTATE/CORRECT OR O/D RESIGN**

**GENEEX, INC.**

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**THIRD AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
GENEEX, INC.**

GeneEx, Inc., a corporation organized and existing under and by virtue of the Florida Business Corporation Act (the "FBCA"), does hereby certify that:

FIRST. The name of this corporation is GeneEx, Inc. and the corporation was originally incorporated on May 29, 2002 pursuant to the FBCA.

SECOND. The resolutions amending and restating the corporation's Articles of Incorporation were approved by the holders of a majority of the outstanding shares of Common Stock and Series A Preferred Stock, voting as separate classes, by written action in lieu of a meeting dated October 30, 2009 and by GeneEx, Inc.'s Board of Directors pursuant to a unanimous written consent in lieu of a special meeting dated October 30, 2009, in accordance with the provisions of Sections 607.0704 and 607.0821 of the FBCA and notice has or will be given to the non-consenting stockholders in accordance with the provisions of Section 607.0704(3) of the FBCA. The number of votes cast by the holders of Common Stock and the holders of Series A Preferred Stock was sufficient for the approval of GeneEx, Inc.'s Third Amended and Restated Articles of Incorporation.

THIRD. Contemporaneously with the filing of GeneEx, Inc.'s Third Amended and Restated Articles of Incorporation, the holder of 100% of the issued and outstanding shares of GeneEx, Inc.'s Series A Preferred Stock entered into a share exchange agreement with GeneEx, Inc., pursuant to which such holder agreed to exchange 100% of the issued and outstanding shares of GeneEx, Inc.'s Series A Preferred Stock for shares of GeneEx, Inc.'s Series B Preferred Stock.

The Second Amended and Restated Articles of Incorporation of GeneEx, Inc. filed on March 20, 2007, as amended from time to time, are hereby amended and restated to read in their entirety as follows:

**ARTICLE I**

The name of this corporation is GeneEx, Inc. (the "Corporation").

**ARTICLE II**

The principal place of business and the mailing address of the Corporation is 601 West 20<sup>th</sup> St., Hialeah, Florida 33010.

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## ARTICLE III

The purpose of the Corporation is to conduct any lawful business, to promote any lawful purpose, and to engage in any lawful act or activity for which corporations may be organized under the FBCA.

## ARTICLE IV

1. Authorized Capital. This Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock". The total number of shares of all classes of stock that the Corporation shall have authority to issue is 408,867,408 shares, no par value per share, consisting of (i) 252,863,166 shares of Common Stock, no par value per share (the "Common Stock") and (ii) 156,004,242 shares of Preferred Stock, no par value per share (the "Preferred Stock").

2. Terms of the Common Stock.

2.1 Designation and Number. The shares of Common Stock shall consist of a single class which shall be designated Common Stock and consist of 252,863,166 shares. All shares of Common Stock shall be identical and shall entitle the holders thereof to the same rights and privileges.

2.2 Dividends. Subject to the rights of the Preferred Stock described in Section 3.2 of this Article IV, (i) dividends may be paid on the Common Stock as and when declared by the Board of Directors of the Corporation and (ii) the Common Stock shall have the same rights to, and the holders of the Common Stock shall participate ratably in, all dividends of the Corporation, whether paid in cash, property or stock of the Corporation, as may be from time to time declared thereon by the Board of Directors out of the assets or funds of the Corporation legally available therefor.

2.3. Ratable Treatment. The Corporation shall not pay a dividend, make a distribution, or effect a stock split-up, combination, reorganization, reclassification or recapitalization, in each case, with respect to its outstanding shares of Common Stock, unless all of its outstanding shares of Common Stock participate on the same basis (except in the case of a reclassification or recapitalization, with respect to voting rights) in such dividend, distribution, split-up, combination, reorganization, reclassification or recapitalization.

2.4 Voting Rights. Each holder of Common Stock shall be entitled to one vote for each share of Common Stock held. Except as required by law or as otherwise set forth in this Article IV, the holders of shares of Common Stock and Preferred Stock shall vote together as a single class and not as separate classes. Except as required by law, or as otherwise set forth herein, the affirmative vote or consent of a majority of the holders of Common Stock (treating for purposes of this calculation all shares of Series B Preferred Stock, and Series C Preferred Stock as having been converted into Common Stock) shall be necessary and sufficient to decide an issue. The holders of the Common Stock, but not the holders of Series B Preferred Stock or

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Series C Preferred Stock, shall vote as a separate class to elect two (2) members of the Board of Directors (the "Common Directors").

2.5 Liquidation Rights. Subject to the rights of the holders of the Preferred Stock described in Section 3.5 of this Article IV and any other prior and/or superior rights of such holders as provided by law, upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, the remaining assets of the Corporation available for distribution to shareholders shall be distributed ratably to the holders of Common Stock.

2.6 Fractional Shares. Fractional votes shall not be permitted and any fractional voting rights resulting with respect to any holder of Common Stock shall be rounded to the nearest whole number (with one-half rounded upward to one).

3. Terms of the Series B Preferred Stock and Series C Preferred Stock.

3.1 Designation and Number. There are hereby designated two series of Preferred Stock to be known as "Series B Preferred Stock" and "Series C Preferred Stock". The number of shares constituting the Series B Preferred Stock shall be 75,390,015. The number of shares constituting the Series C Preferred Stock shall be 80,614,227.

3.2 Dividends.

(a) From and after the date of the issuance of any shares of Series C Preferred Stock and until the first anniversary of the issuance of such shares, dividends at the rate per annum of Ten and 25/100 percent (10.25%) per annum of the Original Series C Price shall accrue on such shares of Series C Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock) annually on December 31 and, after the date of such first anniversary, dividends at the rate per annum of Nine and 60/100 percent (9.60%) per annum of the Original Series C Price; as defined below, shall accrue on such shares of Series C Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock) annually on December 31; provided however, if a Liquidation Event, as defined in Article IV, Section 3.5, occurs prior to FDA 510(k) clearance for the Company's periodontal diagnostic product, the dividends shall be at the rate of Fourteen and 40/100 percent (14.40%) per annum of the Original Series C Price and shall accrue from and after the date of issuance of such shares of Series C Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock) annually on December 31 (the "Accruing Dividends"). Accruing Dividends shall accrue from day to day, whether or not declared, and shall be cumulative; provided however, that except as set forth in the following sentence of this Section 3.2 or in Sections 3.5 and 5, the Corporation shall be under no obligation to pay such Accruing Dividends. To the extent allowed by applicable law and to the extent that the Board of Directors, in its sole and absolute discretion, determines that the Corporation has sufficient cash flow to pay such a dividend, the Corporation shall pay the Accruing Dividends in cash on a quarterly basis. No dividend shall be paid on shares of Common Stock, Series B Preferred Stock or other securities of this Corporation having

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dividend rights junior to the Series C Preferred Stock in any fiscal year unless the then accrued Accruing Dividends have been paid in full. "Original Series C Price" shall mean \$0.10 per share subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock and "Original Series B Price" shall mean \$0.10 per share subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B Preferred Stock.

(b) The Holders of the Series C Preferred Stock will participate in dividends or distributions with the Common Stock, the Series B Preferred Stock or any other shares of capital stock of the Corporation designated to be junior to the Series C Preferred Stock on an as-converted basis.

(c) The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock) unless the holders of the Series C Preferred Stock then outstanding, determined on the record date for determination of holders entitled to receive such dividend, shall first receive, or simultaneously receive, a dividend on each outstanding share of Series C Preferred Stock in an amount at least equal to (i) the amount of the aggregate Accruing Dividends then accrued on such share of Series C Preferred Stock and not previously paid and (ii) that dividend per share of Series C Preferred Stock as would equal the product of (1) the dividend payable on each share of Series B Preferred Stock or Common Stock, as if all shares of such class or series had been converted into Common Stock and (2) the number of shares of Common Stock issuable upon conversion of a share of Series C Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend.

(d) The Holders of the Series B Preferred Stock will participate in dividends or distributions with the Common Stock or any other shares of capital stock of the Corporation designated to be junior to the Series B Preferred Stock (the "Junior Stock") on an as-converted basis.

### 3.3 Voting Rights.

(a) In addition to any voting rights provided by law, the holder of each share of Series B Preferred Stock and Series C Preferred Stock shall be entitled to vote on all matters and shall be entitled to the number of votes equal to the number of votes a holder of whole shares of Common Stock into which all of his, her or its respective shares of Series B Preferred Stock or Series C Preferred Stock are convertible immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent; provided, that the holders of Series B Preferred Stock shall not be entitled to vote on any matters relating to the election of the Common Directors or the Series C Directors (as defined below) and the holders of Series C Preferred Stock shall not be entitled to vote on any matters relating to the election of the Common Directors or the Series B Director (as defined below). The holders of Series B Preferred Stock shall be entitled to vote as a class to elect the Series B Director in accordance with Section 3.3(b) hereof and the holders of Series C Preferred Stock shall be entitled to vote as

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a class to elect the Series C Directors in accordance with Section 3.3(b) hereof. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula with respect to any holder of Series B Preferred Stock or Series C Preferred Stock shall be rounded to the nearest whole number (with one-half or more rounded upward to one). Except as required by law, or as otherwise set forth herein, holders of Series C Preferred Stock and holders of Series B Preferred Stock shall vote together with the holders of Common Stock as a single class. Except as required by law, as specified in Section 2.4 regarding the election of the Common Directors, or as otherwise set forth herein, the affirmative vote or consent of a simple majority of the holders of Common Stock (treating for purposes of this calculation all shares of Series B Preferred Stock, and Series C Preferred Stock as having been converted into Common Stock) shall be necessary and sufficient to decide an issue.

(b) Series B Director, Series C Directors, Chairman of Board

(i) For so long as the holders of Series B Preferred Stock beneficially own at least ten percent (10%) of the Common Stock of the Corporation on a fully diluted, as-if converted basis, the holders of Series B Preferred Stock shall be entitled to vote as a class to elect one (1) person to the Corporation's Board of Directors. Each person elected to be a director by the holders of Series B Preferred Stock pursuant to this Section 3.3(b)(i) shall be referred to as a "Series B Director". Except as required by law, or as otherwise set forth herein, the affirmative vote or consent of a simple majority of the holders of Series B Preferred Stock shall be necessary and sufficient to make such election.

(ii) For so long as the holders of Series C Preferred Stock beneficially own at least ten percent (10%) of the Common Stock of the Corporation on a fully diluted, as-if converted basis, the holders of Series C Preferred Stock shall be entitled to vote as a class to elect four (4) persons to the Corporation's Board of Directors. The persons elected to be directors by the holders of Series C Preferred Stock pursuant to this Section 3.3(b)(ii) shall be referred to as the "Series C Directors". Except as required by law, or as otherwise set forth herein, the affirmative vote or consent of a simple majority of the holders of Series C Preferred Stock shall be necessary and sufficient to make such election.

(iii) The Series C Directors will elect one Series C Director to hold the position of Chairman of the Board.

(iv) At any meeting (or in a written consent in lieu thereof) held for the purpose of electing directors, the presence in person or by proxy (or the written consent) of the holders of a majority of the shares of Series B Preferred Stock then outstanding shall constitute a quorum for the election of the Series B Director and the presence in person or by proxy (or the written consent) of the holders of a majority of the shares of Series C Preferred Stock then outstanding shall constitute a quorum for the election of the Series C Directors. The Series B Director may be removed only by vote or written consent of the holders of a majority of the Series B Preferred Stock. The Series C Directors may be removed only by the vote or written consent of the holders of a majority of the Series C Preferred Stock.

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(v) To the extent that the holders of Series B Preferred Stock or Series C Preferred Stock have converted their shares to Common Stock or are not entitled to elect the Series B Director or Series C Director respectively, the election of directors shall be voted upon by all the stockholders of the Corporation entitled to vote thereon.

(c) Restrictions and Limitations. In addition to any other rights provided by law, and notwithstanding any provision in these Articles of Incorporation to the contrary, so long as the holders of Series C Preferred Stock issued as of the Initial Closing (as that term is defined in the Series C Preferred Stock Purchase Agreement to be dated as of November 2, 2009) maintain at least ten percent (10%) of the Common Stock of the Corporation on a fully diluted, as-if converted (including shares of Common Stock received upon conversion of such shares of Series C Preferred Stock, and subject to adjustment to reflect any subsequent stock splits, stock dividends, recapitalizations, combinations of shares or the like), the Corporation, without first obtaining the affirmative vote or written consent of the holders of not less than a majority of the then outstanding shares of Series C Preferred Stock, will not:

(i) take or agree to take any action (whether by merger, consolidation, reorganization or otherwise) which may impair the Corporation's ability to honor the rights and preferences of the Series C Preferred Stock,

(ii) take any action that may alter or change the designations, powers, rights, preferences or privileges, or the qualifications, limitations or restrictions of the Series C Preferred Stock;

(iii) consummate a Liquidation Event (as defined in Subsections 3.5(i) and (ix) below);

(iv) consummate the acquisition of or making of an investment in another entity or its assets;

(v) increase or decrease the authorized number of shares of Preferred Stock or create or designate any other series of Preferred Stock;

(vi) authorize, issue, or become obligated to issue shares of any class or series of stock having any preference, priority, or parity as to dividends, assets or other rights (including without limitation, conversion and redemption) superior to or on a parity with any such preference or priority of the Series C Preferred Stock other than as contemplated by Sections 1.2 or 1.3 of the Series C Preferred Stock Purchase Agreement, to be dated as of November 2, 2009 by and between the Corporation, Falcon Value Fund, LLC and other Purchasers identified therein;

(vii) authorize or issue shares of stock of any class or any bonds, debentures, notes or other obligations convertible into or exchangeable for, or having option rights to purchase, any shares of stock of the Corporation;

(viii) establish or acquire a subsidiary;

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(ix) terminate or amend any employment agreement or other compensation arrangement for any senior management employee (the Corporation's chief executive officer or its equivalent and his or her direct reports but excluding any clerical or administrative personnel who may report to the Corporation's chief executive officer or its equivalent );

(x) establish or change the dividend policy of the Corporation other than as described in these Articles of Incorporation;

(xi) approve a stock option plan for the Corporation or an increase in the size of the stock option pool or amount of restricted stock available for issuance under such plan;

(xii) pay any dividend on, redeem or otherwise acquire any shares of Common Stock or series of Preferred Stock junior to or on parity with the Series C Preferred Stock (other than repurchase of Common Stock at cost in connection with termination of employment or service);

(xiii) amend or waive any provision of these Articles of Incorporation relative to the Series C Preferred Stock in a manner which would adversely affect the Series C Preferred Stock;

(xiv) change the authorized number of directors of the Corporation;

(xv) incur any indebtedness for borrowed money or guarantee such indebtedness of another person or entity, in any case in excess of \$100,000; or

(xvi) take or agree to take any action with respect to a public offering other than a Qualified IPO.

3.4 Reacquired Shares. Any shares of Series B Preferred Stock or Series C Preferred Stock converted, purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and canceled promptly after the acquisition thereof. None of such shares of Series B Preferred Stock or Series C Preferred Stock shall be reissued by the Corporation.

### 3.5 Liquidation, Dissolution or Winding Up.

(i) Upon the voluntary or involuntary dissolution, liquidation or winding up of the Corporation (each, a "Liquidation Event"), the holders of the shares of the Series C Preferred Stock shall be entitled to receive and to be paid out of the assets of the Corporation available for distribution to its shareholders (the "Proceeds"), before any payment or distribution shall be made on any Series B Preferred Stock or Junior Stock, the applicable Series C Liquidation Preference (as defined below) with respect to each outstanding share of Series C Preferred Stock.

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(ii) The "Series C Liquidation Preference" shall mean:

- (A) if the Proceeds are equal to or greater than the Series C Value plus the Series B Value, an amount per share equal to the Original Series C Price, plus all accrued or declared but unpaid dividends on such shares of Series C Preferred Stock; or
- (B) if the Proceeds are less than the Series C Value plus the Series B Value but equal to or greater than the Series C Holders Investment, an amount per share equal to the Original Series C Price multiplied times the Series C Liquidation Multiple, plus all accrued or declared but unpaid dividends on such shares of Series C Preferred Stock; or
- (C) if the Proceeds are less than the Series C Holders Investment, an amount equal to the entire Proceeds divided by the number of then-outstanding shares of Series C Preferred Stock.

For the purposes of this Section 3.5 the following definitions shall apply:

- (1) The "Series C Value" shall mean the total shares of Series C Preferred Stock outstanding from time to time multiplied times the Original Series C Price (as adjusted for any stock dividends, combinations and splits with respect to such shares)
- (2) the "Series B Value" shall mean the total shares of Series B Preferred Stock outstanding from time to time multiplied times the Original Series B Price (as adjusted for any stock dividends, combinations and splits with respect to such shares)
- (3) The Series C Holders Investment shall mean the total shares of Series B Preferred Stock and Series C Preferred Stock then owned by the holders of Series C Preferred Stock multiplied times \$0.10.

For the purposes of determining the Series C Liquidation Preference, the "Series C Liquidation Multiple" shall be determined by the formula below:

$$\text{Series C Liquidation Multiple} = ((\text{Series C Holders Investment} - \text{Proceeds} \times \$1,500,000 / \text{Series B Value}) / \text{Series C Value}) / (1 - (\$1,500,000 / \text{Series B Value}))$$

(iii) If, upon a Liquidation Event, the assets and funds to be distributed among the holders of the Series C Preferred Stock shall be insufficient to permit the payment to such holders of the full Series C Liquidation Preference, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series C Preferred Stock in proportion to the preferential amount each such holder is otherwise entitled to receive.

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(iv) At the election of the holders of at least fifty percent (50%) of the then outstanding Series C Preferred Stock, the Series C Liquidation Preference to be received by the Series C Preferred Stock holders shall be paid in cash or the securities issuable in the Liquidation Event transaction.

(v) Upon a Liquidation Event and after the distribution of the entire Series C Liquidation Preference to the holders of the Series C Preferred Stock, then the holders of Series B Preferred Stock shall be entitled to be paid out of the Proceeds available for distribution, before any payment is made to the holders of Common Stock, an amount per share equal to the Original Series B Price for each of the shares of Series B Preferred Stock then held by such holder plus all accrued or declared but unpaid dividends on such share (as adjusted for any stock dividends, combinations and splits with respect to such shares) ("Series B Liquidation Preference").

(vi) If upon a Liquidation Event and after the distribution of the entire Series C Liquidation Preference to the holders of the Series C Preferred Stock, the assets and funds to be distributed among the holders of the Series B Preferred Stock shall be insufficient to permit the payment to such holders of the full Series B Liquidation Preference, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series B Preferred Stock in proportion to the preferential amount each such holder is otherwise entitled to receive.

(vii) At the election of the holders of at least fifty percent (50%) of the then outstanding Series B Preferred Stock, the Series B Liquidation Preference to be received by the Series B Preferred Stock holders shall be paid in cash or the securities issuable in the Liquidation Event transaction.

(viii) After payment of the Series C Liquidation Preference to the holders of the Series C Preferred Stock and the payment of the Series B Liquidation Preference to the holders of Series B Preferred Stock, the entire remaining Proceeds legally available for distribution, if any, shall be distributed to the holders of Series C Preferred Stock, Series B Preferred Stock, and Common Stock ratably based on the number of shares of Common Stock held by each, treating for purposes of this calculation all shares of Series B Preferred Stock and Series C Preferred Stock as having been converted into Common Stock.

(ix) Certain Other Transactions.

(i) For purposes of this Section 3.5, a "Liquidation Event" shall also mean: (A) any transaction or series of transactions which results in the disposition to a single person or group of affiliated persons of greater than fifty percent (50%) of the voting power of the Corporation, (B) any acquisition of the Corporation effected by means of merger, consolidation, share exchange, or other form of corporate reorganization in which outstanding shares of the Corporation are exchanged for securities or other consideration issued, or caused to be issued, by the acquiring corporation or its affiliate, other than any such transaction undertaken solely for the purpose of reincorporating the Corporation in a different jurisdiction, (C) a sale of

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all or substantially all of the assets of the Corporation, or (D) the grant by the Corporation of an exclusive license to any third party involving all or substantially all of the Corporation's assets with respect to its periodontal business; except that any transaction described in (A) or (B) above shall not constitute a Liquidation Event if such transaction involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such transaction, at least a majority of the capital stock of (1) the surviving or resulting corporation or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such transaction, the parent corporation of such surviving or resulting corporation.

(ii) Upon a Liquidation Event, if the consideration received by the Corporation is other than cash, its value will be deemed its fair market value. Any securities shall be valued as follows:

(A) securities not subject to investment letter or other similar restrictions on free marketability covered by (B) below:

(1) if traded on a securities exchange or through the NASDAQ National Market (or a similar national, quotation system), the value shall be deemed to be the average of the closing price of the securities on such exchange or system over the thirty (30) day period ending three (3) days prior to the closing; or

(2) if actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the thirty (30) day period ending three (3) days prior to the closing; or

(3) if there is no active public market, the value shall be the fair market value thereof as determined in good faith by the Board of Directors.

(B) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in (A) (1), (2) or (3) to reflect the approximate fair market value thereof, as determined in good faith by the Board of Directors.

(iii) In the event the requirements of this Subsection 3.5(ix) are not complied with, the Corporation shall forthwith either:

(A) cause such closing to be postponed until such time as the requirements of this Section 3.5 have been complied with and/or such agreement has been reached; or

(B) cancel such transaction, in which event the rights, preferences and privileges of the holders of the Series B Preferred Stock and Series C Preferred

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Stock shall revert to and be the same as such rights, preferences and privileges existing immediately prior to the date of the first notice referred to in subsection 3.5(ix)(iv) hereof.

(iv) The Corporation shall give each holder of record of Series B Preferred Stock and Series C Preferred Stock written notice of any such impending Liquidation Event not later than twenty (20) days prior to the stockholders' meeting called to approve such transaction, or twenty (20) days prior to the closing of such transaction, whichever is earlier, and shall also notify holders in writing of the final rejection or approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this Section 3.5, and the Corporation shall thereafter give such holders prompt notice of any material changes to the terms or conditions of the proposed transaction. The transaction shall in no event take place sooner than twenty (20) days after the Corporation has given the first notice provided for herein or sooner than ten (10) days after the Corporation has given notice of any material changes provided for herein.

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

(a) Right to Convert. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the offices of the Corporation or any transfer agent for such stock.

(i) Each share of Series B Preferred Stock shall be converted into the number of fully paid and non-assessable shares of Common Stock as is determined by dividing the "Original Series B Price" by the "Series B Conversion Price" per share then in effect for the Series B Preferred Stock at the time of conversion. The ratio of the Original Series B Price divided by the Series B Conversion Price then in effect is hereinafter referred to as the "Series B Conversion Rate". The initial "Series B Conversion Price" per share of the Series B Preferred Stock shall be \$0.10, subject to adjustment as set forth in Section 4(d). Any accrued or declared but unpaid dividends on the shares of Series B Preferred Stock may at the option of the Corporation be paid in cash or be converted into the number of shares of Common Stock equal to the amount of the accrued or declared but unpaid dividends divided by the Series B Conversion Price per share of Series B Preferred Stock.

(ii) Each share of Series C Preferred Stock shall be converted into the number of fully paid and non-assessable shares of Common Stock as is determined by dividing the "Original Series C Price" by the "Series C Conversion Price" per share then in effect for the Series C Preferred Stock at the time of conversion. The ratio of the Original Series C Price divided by the Series C Conversion Price then in effect is hereinafter referred to as the "Series C Conversion Rate". The initial "Series C Conversion Price" per share of the Series C Preferred Stock shall be \$0.10, subject to adjustment as set forth in Section 4(d). Any accrued or declared but unpaid dividends on the shares of Series C Preferred Stock may at the option of the Corporation be paid in cash or be converted into the number of shares of Common Stock equal to the amount of the accrued or declared but unpaid dividends divided by the Series C Conversion Price per share of Series C Preferred Stock.

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(b) Automatic Conversion. Each share of Preferred Stock shall automatically be converted into fully paid and non-assessable shares of Common Stock at the then effective and applicable Series B Conversion Rate and Series C Conversion Rate, as applicable, immediately upon the closing of the sale of the Corporation's Common Stock in a firm commitment, underwritten public offering registered under the Securities Act of 1933, as amended (the "Securities Act"), at a per share offering price of not less than two (2) times the Original Series C Price per Share (subject to adjustment to reflect any subsequent stock splits, stock dividends, recapitalizations, combinations of shares or the like), resulting in aggregate net proceeds to the Corporation (after deduction for underwriters' discounts and expenses relating to the issuance) of at least Forty Million Dollars (\$40,000,000) (a "Qualified IPO").

(c) Mechanics of Conversion. Before any holder of Preferred Stock shall be entitled to convert the same into shares of Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for such stock, and shall give written notice to the Corporation at such office that such holder elects to convert the same and shall state therein the name or names in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Preferred Stock, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of surrender of the shares of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date. If the conversion is in connection with an underwritten offering of securities pursuant to the Securities Act or any Liquidation Event, the conversion may, at the option of any holder tendering shares of Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering or the occurrence of the Liquidation Event; in which event the person(s) entitled to receive the Common Stock or other property, as the case may be, upon conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such sale of securities or the occurrence of the Liquidation Event. Notwithstanding that any certificate for Preferred Stock to be converted in a mandatory conversion shall not have been surrendered as of the date fixed for conversion, each such holder of Preferred Stock shall thereafter be treated for all purposes as the record holder of the number of shares of Common Stock issuable to such holder upon conversion.

(d) Conversion Price Adjustments of Preferred Stock. The Series B Conversion Price or Series C Conversion Price shall be subject to adjustment from time to time as set forth below:

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

(1) "Additional Shares of Common Stock" shall mean, with respect to any adjustments required for the Preferred Stock, all shares of Common Stock issued (or, pursuant to Section 4(d)(iv), deemed to be issued) by the Corporation after the Original

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Series C Issue Date, other than shares of Common Stock issued or issuable upon any of the following ("Exempted Securities"):

- (A) upon conversion of shares of Preferred Stock;
- (B) shares of Common Stock to employees, consultants, officers or non-employee directors of the Corporation pursuant to stock option, stock purchase or stock bonus plans or agreements or other stock incentive plans or arrangements, on terms approved by the Board of Directors, including a majority of the directors elected by the holders of the Series C Preferred Stock;
- (C) as a dividend or distribution to all holders of Preferred Stock;
- (D) upon the issuance or exercise of warrants to banks and other similar financial institutions, equipment lessors, or other persons in similar commercial situations with the Corporation if such issuance is approved by the Board of Directors, including a majority of the directors elected by the holders of the Series C Preferred Stock;
- (E) in a Qualified IPO;
- (F) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security; or
- (G) for which adjustment of the Conversion Price is made pursuant to Section 4(e).

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

(3) "Original Series C Issue Date" shall mean November 2, 2009.

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

(ii) No Adjustment of Conversion Price. Any provision herein to the contrary notwithstanding, no adjustment in the Conversion Price for any share of Preferred Stock shall be made in respect of the issuance of Additional Shares of Common Stock unless the Additional Shares of Common Stock are issued without consideration or the consideration per share (determined pursuant to Section 4(d)(v) hereof) for an Additional Share of Common Stock

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issued or deemed to be issued by the Corporation is less than the Conversion Price for the Preferred Stock in effect at the date of, and immediately prior to, such issue.

(iii) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. Unless otherwise approved by the holders of not less than a majority of the then outstanding shares of Series C Preferred Stock, in event the Corporation, after the Original Series C Issue Date, shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 4(d)(iv)) without consideration or for a consideration per share less than the Series C Conversion Price in effect on the date of, and immediately prior to such issue (such lower price per share, the "Dilutive Price"), then and in such event, the Series C Conversion Price shall be automatically reduced, concurrently with such issue, to the Dilutive Price; provided that if such issuance or deemed issuance was without consideration, then the Corporation shall be deemed to have received an aggregate of \$0.001 of such consideration for all such Additional Shares of Common Stock issued or deemed issued.; and provided further the Dilutive Price shall be further reduced by multiplying the Dilutive Price by .83, the product of which shall be the new Dilutive Price.

(iv) Deemed Issue of Additional Shares of Common Stock. In the event the Corporation at any time, or from time to time, after the Original Series C Issue Date, shall issue any Options or Convertible Securities (excluding any Options or Convertible Securities which are Exempted Securities) or shall fix a record date for the determination of holders of any class of securities then entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein designed to protect against dilution) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issuance or, in case such a record date shall have been fixed as of the close of business on such record date, provided that in any such case in which Additional Shares of Common Stock are deemed to be issued:

(1) no further adjustments in the Conversion Price of the Preferred Stock shall be made upon the subsequent issuance of Convertible Securities or shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities;

(2) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any increase or decrease in the consideration payable to the Corporation, or decrease or increase in the number of shares of Common Stock issuable, upon the exercise, conversion or exchange thereof, the Conversion Price of the Preferred Stock computed upon the original issuance thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities (provided, however, that no such adjustment of the Conversion Price shall affect Common Stock previously issued upon conversion of the Preferred Stock);

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

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

(B) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof that were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common Stock deemed to have been then issued was the consideration actually received by the Corporation for the issuance of all such Options, whether or not exercised, plus the consideration deemed to have been received by the Corporation (determined pursuant to Article IV, Section 4(d)(v)) upon the issuance of the Convertible Securities with respect to which such Options were actually exercised;

(4) no readjustment pursuant to clause (2) or (3) above shall have the effect of increasing the Conversion Price to an amount which exceeds the lower of (a) the Conversion Price at the original adjustment date, or (b) the Conversion Price that would have resulted from any issuance of Additional Shares of Common Stock between the original adjustment date and such readjustment date;

(5) in the case of any Options which expire by their terms not more than thirty (30) days after the date of issuance thereof no adjustment of the Conversion Price shall be made until the expiration or exercise of all such Options, whereupon such adjustment shall be made in the same manner provided in clause (3) above; and

(6) if any such record date shall have been fixed and such Options or Convertible Securities are not issued on the date fixed therefor, the adjustment previously made in the Conversion Price which became effective on such record date shall be cancelled as of the close of business on such record date and shall instead be made on the actual date of issuance, if any.

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

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(1) Cash and property. Such consideration shall:

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

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

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

(2) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section 4(d)(iv), relating to Options and Convertible Securities shall be determined by dividing:

(A) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein designed to protect against dilution) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(B) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein designed to protect against dilution) issuable upon the exercise of such Options or conversion or exchange of such Convertible Securities,

(c) Adjustments to Conversion Price for Stock Dividends and for Combinations or Subdivisions of Common Stock. In the event that the Corporation at any time, or from time to time, after the Original Series C Issue Date shall declare or pay, without consideration, any dividend on the Common Stock payable in Common Stock or in any right to acquire Common Stock for no consideration, or shall effect a subdivision of the outstanding shares of Common Stock into a greater number of shares of Common Stock (by stock split, reclassification or otherwise than by payment of a dividend in Common Stock or in any right to acquire Common Stock), or in the event the outstanding shares of Common Stock shall be combined or consolidated, by reclassification or otherwise, into a lesser number of shares of Common Stock, then the Conversion Price for the Series B Preferred Stock and Series C Preferred Stock in effect immediately prior to such event shall, concurrently with the

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effectiveness of such event, be proportionately decreased or increased, as appropriate. In the event that this Corporation shall declare or pay, without consideration, any dividend on the Common Stock payable in any right to acquire Common Stock for no consideration, then the Corporation shall be deemed to have made a dividend payable in Common Stock in an amount of shares equal to the maximum number of shares issuable upon exercise of such rights to acquire Common Stock.

(f) Adjustments for Reclassification and Reorganization. If the Common Stock issuable upon conversion of the Series B Preferred Stock or Series C Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for in Section 4(e) above or a merger or other reorganization treated as a liquidation, dissolution or winding up of the Corporation under Section 3.5), the Conversion Price then in effect shall, concurrently with the effectiveness of such reorganization or reclassification, be proportionately adjusted so that the Series B Preferred Stock and Series C Preferred Stock shall be convertible into, in lieu of the number of shares of Common Stock, or other securities or property, which the holders would otherwise have been entitled to receive, a number of shares of such other class or classes of stock equivalent to the number of shares of Common Stock that would have been subject to receipt by the holders upon conversion of the Series B Preferred Stock or Series C Preferred Stock immediately before that change.

(g) No Impairment. The Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 4 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Preferred Stock against impairment.

(h) Certificates as to Adjustment. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 4, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Preferred Stock a certificate executed by the Corporation's Chief Executive Officer or Chief Financial Officer setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price for the Preferred Stock at the time in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion, of the Preferred Stock.

(i) Notices of Record Date. In the event that the Corporation shall propose at, any time: (i) to declare any dividend or distribution upon its Common Stock (other than by purchase of shares of Common Stock of employees, officers or directors of, or consultants to, the Corporation pursuant to the termination of such, person's status as such or pursuant to the Corporation's exercise of rights of first refusal with respect to its shares), whether in property,

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stock or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus; (ii) to offer for subscription, pro rata to the holders of any class or series of its stock any additional share of stock of any class or series or other rights; (iii) to effect any re-classification or recapitalization of its Common Stock outstanding involving a change in the Common Stock; or (iv) to merge, consolidate or effect a share exchange or other combination with or into any other corporation, or sell, lease or convey all or substantially all of its assets, or to liquidate, dissolve or wind up; then, in connection with each such event, the Corporation shall send to the holders of Preferred Stock:

(1) at least twenty (20) days' prior written notice of the date on which a record shall be taken for such dividend, distribution or subscription rights (and specifying the date on which the holders of Common Stock shall be entitled thereto) or for determining rights to vote, if any, in respect of the matters referred to in (iii) and (iv) above; and

(2) in the case of the matters referred to in (iii) and (iv) above, at least twenty (20) days prior written notice of the date when the same shall take place (and specifying the date on which the holders of Common Stock shall be entitled to exchange their Common Stock for securities or other property deliverable upon the occurrence of such event).

(j) Issue Taxes. The Corporation shall pay any and all issue and other taxes that may be payable in respect of any issue or delivery of shares of Common Stock on any mandatory conversion of Preferred Stock pursuant hereto; provided, however, that the Corporation shall not be obligated to pay any transfer taxes resulting from any transfer requested by any holder in connection with any such conversion.

(k) Reservation of Common Stock Issuable Upon Conversion. 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, 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, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to these Articles of Incorporation.

(l) Fractional Shares. No fractional shares of Common Stock shall be issued upon the conversion of any share or shares of Preferred Stock. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Preferred Stock by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in, the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of a fraction of a share of Common Stock, the Corporation shall, in lieu of issuing any fractional share, pay the holder otherwise entitled to such fraction a sum in cash equal to the fair market value of such fraction on the date of conversion as determined in good faith by the Board of Directors.

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(m) Notices. Any notice required by the provisions of this Section 4 to be given to the holders of shares of the Preferred Stock, shall be deemed given if deposited in the United States mail, postage prepaid, or if sent by facsimile or delivered personally by hand or nationally recognized courier and addressed to each holder of record at such holder's address or facsimile number appearing in the records of the Corporation.

5. Series C Preferred Stock Redemption Rights. Upon a vote or consent of a the holders of a majority of the Series C Preferred Stock, the Corporation will redeem one hundred percent (100%) of the Series C Preferred Stock in August of 2015 at a redemption price per share equal to the greater of (i) Two and 40/100 times the Original Series C Price (subject to adjustment to reflect any subsequent stock splits, stock dividends, recapitalizations, combinations of shares or the like) plus any accrued but unpaid Accruing Dividends on such share of Series C Preferred Stock; or (ii) One and 20/100 times the then current fair market value of the Series C Preferred Stock ("Series C Preferred Stock Redemption Rights"). The Series C Preferred Stock Redemption Rights will have priority over those of any other Stock.

6. Increasing Common Stock. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding plus the number of shares of Common Stock necessary to allow for the conversion or exercise of all convertible or exercisable securities of the Corporation then outstanding) by an affirmative vote of the holders of a majority of the voting stock of the Corporation voting together as one class.

7. No Reissuance of Preferred Stock. No share or shares of Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued as Preferred Stock and all such shares of such series shall be canceled and retired.

8. Amendments and Waivers. Except as set forth herein or otherwise as required by applicable law, any amendment, waiver or action required or permitted under this Article IV with respect to the Preferred Stock shall become effective and binding upon all holders of Preferred Stock if the same is approved by the vote or written consent of the holders of a majority of the Series C Preferred Stock then outstanding.

## ARTICLE V

The following indemnification provisions shall apply to the persons enumerated below.

1. Right to Indemnification of Directors and Officers. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "Indemnified Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another

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corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 3 of this Article V, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Directors.

2. Prepayment of Expenses of Directors and Officers. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article V or otherwise.

3. Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Article V is not paid in full within thirty (30) days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expenses of prosecuting such claim. In any such action, the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

4. Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or non-officer employees or agents shall be made in such manner as is determined by the Board of Directors in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board of Directors.

5. Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including attorneys' fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Directors.

6. Non-Exclusivity of Rights. The rights conferred on any person by this Article V shall not be exclusive of any other rights which such person may have or hereafter acquire under

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any statute, provision of these articles of incorporation, the by-laws, agreement, vote of stockholders or disinterested directors or otherwise.

7. Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

8. Insurance. The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article V; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article V.

9. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article V shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

IN WITNESS WHEREOF, the corporation has caused this Third Amended and Restated Articles of incorporation to be signed by Jack Wilkens, its Chief Executive Officer, on October 30, 2009.

GENEEX, INC.

By: 

Name: Jack Wilkens

Title: Chief Executive Officer