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SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO

No. 10-131116-00001-0000

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Medellín, 3 de noviembre de 2010

Doctora
ALIX CARMENZA CÉSPEDES DE VERGEL
Directora de Nuevas Creaciones
SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO
Bogotá D.C.

Referencia: **Complemento de información**
PCT Fase nacional - Patente modelo de utilidad
CATALIZADORES DE SUFLOXIDACIÓN Y MÉTODOS Y
SISTEMAS PARA USAR LOS MISMOS
Expediente No 10 131116

ANDRÉS MÁRQUEZ ACOSTA, actuando como apoderado del expediente citado en la referencia, de la manera más comedida me permito complementar la información de la patente radicada con los siguientes documentos:

- Copia autentica de la copia apostillada del Certificado de Existencia y Representación legal de la sociedad AUTERRA INC.
- Copia auténtica de la copia apostillada del poder firmado por el representante legal de la sociedad AUTERRA INC., el señor Eric Burnett.
- Copia auténtica de la copia apostillada del contrato de cesión a favor de la sociedad AUTERRA INC. firmado por los inventores, los señores Litz Kyle E., Rossetti, Mark N., Vreeland, Jennifer L. y Loughran, Anthony, J.

Atentamente,


ANDRÉS MÁRQUEZ ACOSTA
C.C. 71.666.347 de Medellín
T.P. 156659 del C.S. de la J.

Apostille

(Convention de La Haye du 5 Octobre 1961)

1. Country: United States of America

This public document:

2. has been signed by Jeffrey W. Bullock

3. acting in the capacity of Secretary of State of Delaware

4. bears the seal/stamp of Office of Secretary of State

Certified

5. at Dover, Delaware

6. the twenty-eighth day of September, A.D. 2010

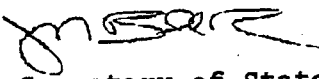
7. by Secretary of State, Delaware Department of State

8. No. 0424686

9. Seal/Stamp:



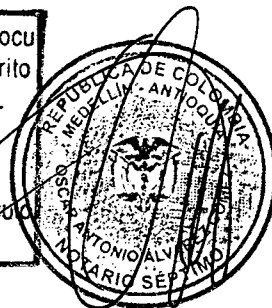
10. Signature:


Secretary of State

Esta Copia corresponde al documento original, que el suscrito Notario ha tenido a la vista.

29 OCT 2010

NOTARIA SEPTIMA del Circuito
de Medellin.



Delaware

PAGE 1

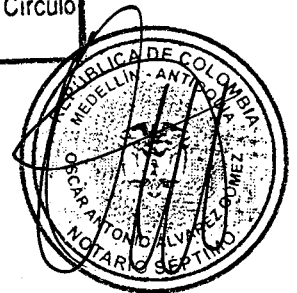
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "AUTERRA, INC.", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF DECEMBER, A.D. 2009, AT 1:18 O'CLOCK P.M.

Esta Copia corresponde al documento original, que el suscrito Notario ha tenido a la vista.

29 OCT 2010

NOTARIA SEPTIMA del Circulo de Medellin.



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You may verify this certificate online at corp.delaware.gov/authver.shtml

Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8256435

DATE: 09-28-10

**THIRD AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
AUTERRA, INC.**

Pursuant to Section 242 and 245 of the General Corporation Law of the State of Delaware

Auterra, Inc., (the "**Corporation**") a corporation organized and existing under the laws and provisions of the General Corporation Law of the State of Delaware (the "**General Corporation Law**"), hereby certifies as follows:

1. The name of the corporation is Auterra, Inc. The Corporation was originally incorporated under the name "Applied NanoWorks Merger Subsidiary, Inc." on February 2, 2006.
2. The original certificate of incorporation of the Corporation was amended pursuant to the General Corporation Law on February 8, 2006. A second amended and restated certificate of incorporation of the Corporation was filed pursuant to the General Corporation Law on December 27, 2006 (the "**Amended Certificate of Incorporation**").
3. The Board of Directors of the Corporation, by unanimous written consent in accordance with Sections 141(f), 242 and 245 of the General Corporation Law duly adopted and declared advisable this Third Amended and Restated Certificate of Incorporation, which restates, integrates and further amends the Amended Certificate of Incorporation. The majority of the stockholders of the Corporation duly approved said proposed Third Amended and Restated Certificate of Incorporation by written consent in lieu of a meeting in accordance with Sections 228(a), 242 and 245 of the General Corporation Law.
4. The text of the Amended Certificate of Incorporation is hereby amended and restated in its entirety to provide as herein set forth in full.

FIRST: The name of this corporation is Auterra, Inc. (the "**Corporation**")

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

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

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 11,534,821 shares of Common Stock, \$0.001 par value per share ("**Common Stock**"), (ii) 2,000,000 shares of Series A Preferred Stock, \$0.001 par value per share ("**Series A Preferred Stock**"), (iii) 3,810,737 shares of Series A-1 Preferred Stock, \$0.001 par value per share ("**Series A-1 Preferred Stock**") and (iv) 2,600,000 shares of

Series B Preferred Stock, \$0.001 par value per share ("**Series B Preferred Stock**" and, together with the Series A Preferred Stock and the Series A-1 Preferred Stock, "**Preferred Stock**").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation. Unless otherwise indicated, references to "**Sections**" or "**Subsections**" in this Article refer to sections and subsections of this Article Fourth.

A. **COMMON STOCK**

1. **General.** The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein.

2. **Voting.** The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings); provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation that relates solely to the terms of the Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation or pursuant to the General Corporation Law. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of shares of stock of the Corporation representing a majority of the votes represented by all outstanding shares of stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

B. **PREFERRED STOCK**

The rights, preferences, privileges and restrictions granted to or imposed upon the Series A Preferred Stock, which series shall consist of 2,000,000 shares, the Series A-1 Preferred Stock, which series shall consist of 3,810,737 shares and the Series B Preferred Stock, which series shall consist of 2,600,000 shares as set forth below in this Article Fourth, Section B. For purposes of this Section B, (i) the "**Series A Original Issue Price**" shall be \$1.00 per share, (ii) the "**Series A-1 Original Issue Price**" shall be \$1.05 per share and (iii) the "**Series B Original Issue Price**" shall be \$2.9353 per share, in each case subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares.

1. **Dividends.**

(a) **Preferred Stock Dividends.** From and after the date of the issuance of any shares of Preferred Stock, dividends at the rate per annum equal to eight percent (8%) of the Series A Original Issue Price, Series A-1 Original Issue Price or Series B Original Issue Price, as applicable, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares, shall accrue on such shares of Preferred Stock (the "**Accruing Dividends**"). The Accruing Dividends shall accrue from day to

day, whether or not earned or declared, and shall be cumulative; provided however, that except as set forth in the following sentence of this paragraph (a) or in Sections B.2(a) and B.6, the Corporation shall be under no obligation to pay such Accruing Dividends. The Corporation shall not declare, pay or set aside any dividends on any other shares of capital stock of the Corporation (including pursuant to subsection (b) below) unless the holders of the Preferred Stock then outstanding shall simultaneously receive a dividend on each outstanding share of Preferred Stock in an amount at least equal to (i) the amount of the aggregate Accruing Dividends then accrued on such share of Preferred Stock and not previously paid and (ii) (A) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Preferred Stock as would equal the product of (1) the dividend payable on each share of such class or series determined, if applicable, 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 Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (B) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Preferred Stock determined by (1) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (2) multiplying such fraction by an amount equal to the applicable Original Issue Price (as defined below); provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Preferred Stock pursuant to this Section 1 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Preferred Stock dividend.

(b) Other Dividends. Subject to Section B.1(a) and Section B.3(c), dividends may be declared and paid on the Common Stock or Preferred Stock from funds lawfully available thereof as, if and when determined by the Board of Directors.

2. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

(a) Payments to Holders of Preferred. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, as defined in Subsection B.2(d) below (each a "**Liquidation Event**"), the holders of shares of Preferred Stock then outstanding shall be entitled to be paid out of the assets available for distribution to its stockholders before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to the Series A Original Issue Price, Series A-1 Original Issue Price or the Series B Original Issue Price, as applicable, plus any Accruing Dividends accrued but unpaid thereon, whether or not declared, together with any other dividend declared but unpaid thereon. If upon any such liquidation, dissolution or winding up of the Corporation the remaining assets available for distribution to its stockholders shall be insufficient to pay the holders of shares of Preferred Stock the full aforesaid Liquidation Amounts, the holders of shares of Preferred Stock shall share ratably in any distribution of the remaining assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full. Nothing in this Section B.2 shall in

any way limit the rights of the holders of the Preferred Stock to elect a voluntary conversion at any time, consistent with the provisions of Section B.4A.

(b) Payments to Holders of Common Stock. In the event of a Liquidation Event, after the payment of all preferential amounts required to be paid to the holders of Preferred Stock pursuant to Section B.2(a) above, the holders of shares of Common Stock and the holders of Preferred Stock (on an as converted to Common Stock basis) then outstanding shall be entitled to receive the remaining assets of the Corporation available for distribution to its stockholders on a pro rata basis per share. Notwithstanding the foregoing, if any series of Preferred Stock would be entitled to receive pursuant to the foregoing sentence in the aggregate (including any amounts received pursuant to Section B.2(a)) in excess of five (5) times the Original Issue Price applicable to such series, the holders of such series of Preferred Stock shall only be entitled to receive the greater of (i) five (5) times the Original Issue Price applicable to such series and (ii) such amount per share as would have been payable had all shares of Preferred Stock been converted into Common Stock pursuant to Section 4.A, immediately prior to such Liquidation Event (the amount payable to holders of shares of a series of Preferred Stock pursuant to Section B.2(a) and this Section B.2(b) is hereinafter referred to as the "Series A Liquidation Amount," "Series A-1 Liquidation Amount," or the "Series B Liquidation Amount," as applicable, and collectively as the "Liquidation Amounts".)

(c) Allocation of Cash and Non-Cash Consideration.

(i) Prior to the occurrence of any Liquidation Event, the Corporation will furnish each holder of Preferred Stock notice in accordance with Section B.5(f) hereof, together with a certificate prepared by the chief financial officer of the Corporation describing in reasonable detail the facts of such Liquidation Event, stating in reasonable detail the amount(s) per share of Preferred Stock each holder of Preferred Stock would receive pursuant to the provisions of Section B.2(a) through (b) hereof and stating in reasonable detail the facts upon which such amount was determined and describing (if applicable) in reasonable detail all material terms of such Liquidation Event, to the extent known by the Corporation, including, without limitation, the consideration to be delivered in connection with such Liquidation Event, the valuation of such consideration as determined pursuant to Section B.2(d)(ii) hereof at the time of such Liquidation Event and the identities of the parties to the Liquidation Event.

(ii) To the extent there is cash and non-cash consideration payable in connection with a Liquidation Event, the notice provided to the holders of Preferred Stock pursuant to Section B.2(c)(i) above shall set forth the value placed on each such class of consideration or, in the case of publicly traded securities, the formula for valuing such class of consideration pursuant to Section B.2(c)(iv). Each holder of Preferred Stock shall then be permitted to elect the types of consideration he, she or it wishes to receive as payment of the Liquidation Amounts attributable to his, her or its shares of Preferred Stock (utilizing the valuations placed on such class or type of consideration by the Board of Directors). The Corporation shall provide the holders of the Preferred Stock with a reasonable amount of time (which absent extraordinary circumstances shall not be less than five (5) business days) to make the foregoing election. The Corporation shall promptly provide to the holders of Preferred Stock such information concerning the terms of such Liquidation Event and the value of the types of consideration involved as may reasonably be requested by such holders. If the amount of any

class of consideration is insufficient to satisfy all requests by the holders of the Preferred Stock, then such consideration shall be distributed among the Preferred Stock requesting such consideration in proportion to each such holder's pro rata ownership of the outstanding Preferred Stock.

(iii) The Corporation shall not have the power to effect any transaction constituting or which might constitute a Liquidation Event unless the agreement or plan of merger or consolidation provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with this Section B.2(c).

(iv) If the amount deemed paid or distributed to the stockholders upon any Liquidation Event is made in property other than in cash, the value of such distribution shall be the fair market value of such property, determined as follows:

(A) For securities not subject to investment letters or other similar restrictions on free marketability,

(1) if traded on a securities exchange or the NASDAQ Stock Market, the value shall be deemed to be the average of the closing bid prices of the securities on such exchange or market over the thirty-day (30) period ending three (3) days prior to the closing of the Liquidation Event;

(2) if actively traded over-the-counter (as determined in good faith by the Board of Directors of the Corporation, with at least one of the Preferred Directors (as defined below) included in such majority), the value shall be deemed to be the average of the closing bid prices over the thirty-day (30) period ending three (3) days prior to the closing of the Liquidation Event; or

(3) if there is no active public market, the value shall be the fair market value thereof, as determined in good faith by a majority of the Board of Directors of the Corporation, with at least one of the Series A Directors (as defined below) and the Series B Director (as defined below) included in such majority.

(B) The method of valuation of securities subject to investment letters or other similar restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall take into account an appropriate discount (as determined in good faith by a majority of the Board of Directors of the Corporation, with such majority including at least one of the Series A Directors and the Series B Director) from the market value as determined pursuant to clause (A) above so as to reflect the approximate fair market value thereof.

(C) For other assets, the value shall be the fair market value thereof, as determined in good faith by a majority of the Board of Directors of the Corporation, with at least one of the Series A Directors and the Series B Director included in such majority.

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(d) Deemed Liquidation Events.

(i) The following events shall be deemed to be a Liquidation Event of the Corporation for purposes of this Section 2 (a "**Deemed Liquidation Event**") unless the Requisite Stockholders (as defined below) elect that such event not be a Liquidation Event by written notice given to the Corporation at least fifteen (15) days prior to the effective date of any such event:

(A) a merger or consolidation in which

(I) the Corporation is a constituent party or

(II) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation,

except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock which represent, immediately following such merger or consolidation at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation (providing that, for the purpose of this Section B.2(d), all shares of Common Stock issuable upon exercise of Options (as defined below) outstanding immediately prior to such merger or consolidation or upon conversion of Convertible Securities (as defined below) outstanding immediately prior to such merger or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, converted or exchanged in such merger or consolidation on the same terms as the actual outstanding shares of Common Stock are converted or exchanged;

(B) a transaction or series of transactions pursuant to or as a result of which a single party or group of affiliated parties (not including holders of voting securities of the Corporation prior to such transaction or series of transactions) that are not holders of a majority of the outstanding voting power of the Corporation prior to such transaction or series of transactions acquire a majority of the outstanding voting power of the Corporation; or

(C) the sale, lease, exclusive licensing, transfer or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of (1) all or substantially all the assets of the Corporation or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation or (2) a portion of its intellectual property that materially impairs the ability of the Corporation to operate its business.

(ii) The Corporation shall not have the power to effect any transaction constituting or which might constitute a Deemed Liquidation Event unless the agreement or plan of merger or consolidation provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Sections B.2(a) through B.2(d) above.

(iii) In the event of a Deemed Liquidation Event, if all preferential amounts required to be paid to the holders of Preferred Stock under this Section B.2 have not been paid and if the Corporation does not effect a dissolution of the Corporation under the General Corporation Law within sixty (60) days after such Deemed Liquidation Event, then (A) the Corporation shall deliver a written notice to each holder of Preferred Stock no later than the 60th day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (B) to require the redemption of such shares of Preferred Stock, and (B) if the Requisite Stockholders so request in a written instrument delivered to the Corporation not later than 75 days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation) (the "**Net Proceeds**") to redeem, to the extent legally available therefor, on the 90th day after such Deemed Liquidation Event (the "**Liquidation Redemption Date**"), all outstanding shares of Preferred Stock at a price per share equal to the applicable Liquidation Amount. In the event of a redemption pursuant to the preceding sentence, if the Net Proceeds are not sufficient to redeem all outstanding shares of Preferred Stock, or if the Corporation does not have sufficient lawfully available funds to effect such redemption, the Corporation shall redeem a pro rata portion of each holder's shares of Preferred Stock to the fullest extent of such Net Proceeds, based on the respective amounts which would otherwise be payable in all respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, or such lawfully available funds, as the case may be, and, where such redemption is limited by the amount of lawfully available funds, the Corporation shall redeem the remaining shares to be redeemed as soon as practicable after the Corporation has funds legally available therefor. The provisions of Sections B.6(b) through B.6(e) below shall apply, with such necessary changes in the details thereof as are necessitated by the context, to the redemption of the Preferred Stock pursuant to this Section B.2(d)(iii). Prior to the distribution or redemption provided for in this Section B.2(d)(iii), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in the ordinary course of business.

(e) Allocation of Escrow. In the case of a Liquidation Event or Deemed Liquidation Event pursuant to this Section B.2, if any portion of the consideration payable to the stockholders of the Corporation is placed into escrow and/or is payable to the stockholders of the Corporation pursuant to contingencies, the agreement or plan of merger or consolidation shall provide that the portion of such consideration that is not placed in escrow and not subject to any contingencies (the "**Initial Consideration**") shall be allocated among the holders of capital stock of the Corporation in accordance with Sections B.2(a) through B.2(d), above as if the Initial Consideration were the only consideration payable in connection with such Liquidation Event or Deemed Liquidation Event and any additional consideration which becomes payable to the stockholders of the Corporation upon release from escrow or satisfaction of contingencies shall

be allocated among the holders of capital stock of the Corporation in accordance with Sections B.2(a) through B.2(d) above after taking into account the previous payment of the Initial Consideration as part of the same transaction.

(f) Conversion and Waiver Rights Not Impaired. Nothing in this Section B.2 shall, with respect to any Liquidation Event, in any way limit the right of the holders of the Preferred Stock to elect to have the provisions of Section B.4A govern such Liquidation Event or to take action with respect to a Liquidation Event pursuant to Section B.10.

3. Voting.

(a) On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Except as provided by laws or other provisions of the Certificate of Incorporation, holders of Preferred Stock shall vote together with the holders of Common Stock, as a single class.

(b) The Board of Directors of the Corporation shall consist of five (5) members. The holders of record of the shares of Series A Preferred Stock and Series A-1 Preferred Stock, acting together as an exclusive and separate class, shall be entitled to elect two (2) directors of the Corporation (the "**Series A Directors**") and the holders of record of the shares of Series B Preferred Stock, acting together as an exclusive and separate class, shall be entitled to elect one (1) director of the Corporation (the "**Series B Director**") and together with the Series A Directors, collectively the "**Preferred Directors**" or individually a "**Preferred Director**"). Any director elected as provided in the preceding sentence may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders. The holders of record of the shares of Common Stock, exclusively and voting together as a single class, shall be entitled to elect two (2) Directors of the Corporation, one (1) of which shall be the person holding the position of Chief Executive Officer. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. A vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series.

(c) At any time when at least one-third of the shares of Series A Preferred Stock issued on the Original Issue Date (as hereinafter defined), Series A-1 Preferred Stock issued on the Series A-1 Original Issue Date (as hereinafter defined) and Series B Preferred Stock issued on the Series B Original Issue Date (as hereinafter defined), each subject to appropriate adjustment in the event of any dividend, stock split, combination or other similar recapitalization affecting such shares, are outstanding, except where the vote or written consent of the holders of a greater number of shares of the Corporation is required by law or by the

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Certificate of Incorporation, and in addition to any other vote required by law or the Certificate of Incorporation, without the written consent or affirmative vote of the holders of (i) at least two-thirds of the then outstanding shares of Series A Preferred Stock and Series A-1 Preferred Stock, taken together as a single class, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, and (ii) a majority of the then outstanding shares of Series B Preferred Stock given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class (collectively, the "Requisite Stockholders"), the Corporation shall not, either directly or by amendment, merger, consolidation or otherwise:

(i) liquidate, dissolve or wind-up the business and affairs of the Corporation, file for bankruptcy protection, effect any Deemed Liquidation Event, or consent to any of the foregoing;

(ii) amend, alter or repeal any provision of the Certificate of Incorporation or Bylaws of the Corporation, or alter or change the rights, preferences or privileges of the Preferred Stock in a matter adverse to the holders of the Preferred Stock;

(iii) (x) create, or authorize the creation of, any additional class or series of shares of stock unless the same ranks junior to the Preferred Stock with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, or with respect to any of the payment of dividends, voting rights or redemption rights or increase to authorized number of shares of Preferred Stock, or (y) create or authorize any obligation or security convertible into shares of any class or series of stock unless the same ranks junior to the Preferred Stock with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation or with respect to any of the payment of dividends, voting rights or redemption rights;

(iv) (i) reclassify, alter or amend any existing security of the Corporation that is pari passu with the Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to the Preferred Stock in respect of any such right, preference or privilege, or (ii) reclassify, alter or amend any existing security of the Corporation that is junior to the Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to or pari passu with the Preferred Stock in respect of any such right, preference or privilege;

(v) purchase or redeem or pay or declare any dividend or make any distribution on, any shares of stock other than the Preferred Stock as expressly authorized herein, or permit any subsidiary of the Corporation to take any such action, and other than securities repurchased from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service on terms approved by a majority of the Board of Directors with such majority including at least one of the Preferred Directors;

(vi) create, or hold capital stock in, any subsidiary that is not wholly owned (either directly or through one or more other subsidiaries) by the Corporation, or sell, transfer or otherwise dispose of any capital stock of any direct or indirect subsidiary of the Corporation, or permit any direct or indirect subsidiary to sell, lease, transfer, exclusively license or otherwise dispose (in a single transaction or series of related transactions) of all or substantially all of the assets of such subsidiary;

(vii) increase or decrease the authorized number of directors constituting the Board of Directors; or

(viii) increase the number of shares of Common Stock issuable to employees or directors of, or consultants to, the Corporation or any of its subsidiaries pursuant to the Corporation's 2003 Amended and Restated Stock Option Plan or similar plan or arrangement.

4.A. Preferred Stock Voluntary 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 and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined (i) for the Series A Preferred Stock, by dividing \$1.00 by the Series A Conversion Price per share, determined as hereafter provided, in effect at the time of conversion; (ii) for the Series A-1 Preferred Stock by dividing \$1.05 by the Series A-1 Conversion Price per share, determined as hereafter provided, in effect at the time of conversion and (iii) for the Series B Preferred Stock by dividing \$2.9353 by the Series B Conversion Price per share, determined as hereafter provided, in effect at the time of conversion. The "Series A Conversion Price" shall initially be equal to the Series A Original Issue Price. The "Series A-1 Conversion Price" shall initially be equal to the Series A-1 Original Issue Price. The "Series B Conversion Price" shall initially be equal to the Series B Original Issue Price. Such initial Series A Conversion Price, Series A-1 Conversion Price and Series B Conversion Price, and the rate at which shares of Preferred Stock may be converted into shares of Common stock, shall be subject to adjustment as provided below.

In the event of a notice of redemption of any shares Preferred Stock pursuant to Section B.6 hereof, the Conversion Rights of the shares designated for redemption shall terminate at the close of business on the last full day preceding the date fixed for redemption, unless the redemption price is not paid on such redemption date, in which case the Conversion Rights for such shares shall continue until such price is paid in full. In the event of a Liquidation Event or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Preferred Stock.

(b) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Preferred Stock. In lieu of any fractional shares to which the holder

would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then effective Series A Conversion Price, Series A-1 Conversion Price or the Series B Conversion Price (each a "Conversion Price"), as applicable. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

(c) Mechanics of Conversion.

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

(ii) The Corporation shall at all times when the Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued Common Stock, for the purpose of effecting the conversion of the Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding 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 shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Certificate of Incorporation. Before taking any action which would cause an adjustment reducing a Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of Preferred Stock, the Corporation will take any corporate action which may,

in the reasonable opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted applicable Conversion Price.

(iii) All shares of Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares, including the rights, if any, to receive notices and to vote, shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefore, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Section 4.A.(b) and to receive payment of any dividends declared but unpaid thereon. Any shares of Preferred Stock so converted shall be retired and cancelled and shall not be reissued as shares of such series, and the Corporation (without the need for stockholder action) may from time to time take such appropriate action as may be necessary to reduce the authorized number of shares of applicable Preferred Stock accordingly.

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

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

4.B. Preferred Stock Mandatory Conversion.

(a) Upon the earlier of (A) the closing of the sale of shares of Common Stock to the public at a price of at least \$8.81 per share (subject to appropriate adjustment for stock splits, stock dividends, combinations and other similar recapitalizations affecting such shares), in an underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, resulting in at least \$40,000,000 of proceeds (net of the underwriting discount and commissions) to the Corporation and such offered Common Stock is listed for trading on either the NASDAQ National Market or New York Stock Exchange (a "Qualifying Public Offering") or (B) a date specified by vote or written consent of the Requisite Stockholders (the "Mandatory Conversion Date"), (i) all outstanding shares of Preferred Stock shall automatically be converted into shares of Common Stock, at the then effective conversion rate and (ii) such shares may not be reissued by the Corporation as shares of such series.

(b) All holders of record of shares of Preferred Stock shall be given written notice of the Mandatory Conversion Date and the place designated for mandatory conversion of all such shares of Preferred Stock pursuant to this Section B.4.B. Such notice need not be given in advance of the occurrence of the Mandatory Conversion Date. Such notice shall be sent by first class or registered mail, postage prepaid, or given by electronic communication in compliance with the provisions of the General Corporation Law, to each record holder of Preferred Stock. Upon receipt of such notice, each holder of shares of 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, and shall thereafter receive certificates for the number of shares of Common Stock to which such holder is entitled pursuant to this Section B.4.B. On the Mandatory Conversion Date, all outstanding shares of Preferred Stock shall be deemed to have been converted into shares of Common Stock, which shall be deemed to be outstanding of record, and all rights with respect to the Preferred Stock so converted, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate, except only the rights of the holders thereof, upon surrender of their certificate or certificates therefor (or lost certificate affidavit and agreement), to receive certificates for the number of shares of Common Stock into which such Preferred Stock has been converted, cash in lieu of any fraction of a share and payment of any declared but unpaid dividends thereon. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. As soon as practicable after the Mandatory Conversion Date and the surrender of the certificate or certificates for Preferred Stock, the Corporation shall cause to be issued and delivered to such holder, or on his, her or its written order, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof and cash as provided in Subsection B.4.A(b) in respect of any fraction of a share of Common Stock otherwise issuable upon such conversion.

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

5. (a) Adjustments for Diluting Issues.

(i) Special Definitions. For purposes of Section B.3 this Section B.5, the following definitions shall apply:

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

(B) **"Original Issue Date"** shall mean the date on which the Company issues and sells the first shares of Series A Preferred Stock.

(C) **"Series A-1 Original Issue Date"** shall mean the date on which the Company issues and sells the first shares of the Series A-1 Preferred Stock.

(D) **"Series B Original Issue Date"** shall mean the date on which the Company issues and sells the first shares of the Series B Preferred Stock.

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

(F) **"Additional Shares of Common Stock"** shall mean all shares of Common Stock issued (or, pursuant to Section B.5(a)(iii) below, deemed to be issued) by the Corporation after the Series B Original Issue Date other than the following (**"Exempted Securities"**):

- (I) shares of Common Stock, Options of Convertible Securities issued as a dividend or distribution on the Preferred Stock;
- (II) shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Section B.5(b) or B.5(c) below;

- (III) up to an aggregate of 919,522 shares of Common Stock issued or deemed issued to employees or directors of, or consultants to, the Corporation or any of its subsidiaries pursuant to the Corporation's 2003 Amended and Restated Stock Option Plan or similar plan or arrangement approved by the Board of Directors of the Corporation;
- (IV) 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 that such Option or Convertible Security is outstanding on the Series B Original Issue Date and such issuance is pursuant to the terms of such Option or Convertible Security; or
- (V) shares of Common Stock issued or issuable to banks, equipment lessors or other financial institutions, or to real property lessors, in connection with any present or future borrowing, line of credit, leasing or similar financing arrangement approved by the Board of Directors of the Corporation (including at least one of the Preferred Directors).

(ii) No Adjustment of Preferred Stock Conversion Price. No adjustment in a Conversion Price shall be made as the result of the issuance of Additional Shares of Common Stock if: (a) the consideration per share (determined pursuant to Section B.5(a)(v)) for such Additional Shares of Common Stock issued or deemed to be issued by the Corporation is equal to or greater than the applicable Conversion Price in effect immediately prior to the issuance or deemed issuance of such Additional Shares of Common Stock, or (b) prior to such issuance or deemed issuance, the Corporation receives written notice from the Requisite Stockholder agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

(iii) Deemed Issue of Additional Shares of Common Stock.

(A) If the Corporation at any time or from time to time after the Series B Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such

Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(B) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to a Conversion Price pursuant to the terms of Section B.5(a)(iv) below, are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then, effective upon such increase or decrease becoming effective, the Series A Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no adjustment pursuant to this clause (B) shall have the effect of increasing the Conversion Price to an amount which exceeds the lower of (i) the Conversion Price in effect immediately prior to original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the Conversion Price that would have resulted from any issuances of Additional Shares of Common Stock between the original adjustment date and such readjustment date.

(C) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities) the issuance of which did not result in an adjustment to a Conversion Price pursuant to the terms of Section B.5(a)(iv) below (either because the consideration per share (determined pursuant to Section B.5(a)(v) hereof) of the Additional Shares of Common Stock subject thereto was equal to or greater than a Conversion Price then in effect, or because such Option or Convertible Security was issued before the Series B Original Issue Date), are revised after the Series B Original Issue Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Section B.5(a)(iii)(A) above) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(D) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to a Conversion Price pursuant to the terms of Section B.5(a)(iv) below, such Conversion Price shall be readjusted to such a

Conversion Price as would have obtained had such Option or Convertible Security never been issued.

(iv) Conversion Price Adjustments Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time issue after the Series B Original Issue Date Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section B.5(a)(iii)), without consideration or for a consideration per share less than the applicable Conversion Price in effect immediately prior to such issue, then Conversion Price, as applicable, shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula (for the purposes of this formula, the term "Conversion Price" shall mean the Series A Conversion Price, Series A-1 Conversion Price or Series B Conversion Price, as applicable):

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

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

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

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

(C) "A" shall mean the number of shares of Common Stock outstanding and Deemed Outstanding (as defined below) immediately prior to such issue of Additional Shares of Common Stock;

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

(E) "C" shall mean the number of such Additional Shares of Common Stock issued in such transaction; and

(F) All shares of Common Stock issuable upon exercise of all Options outstanding immediately prior to such issuance and the conversion or exchange of Convertible Securities (including the Preferred Stock) outstanding immediately prior to such issuance shall be "**Deemed Outstanding**" for purposes of this Section B.5(a)(iv).

(v) Determination of Consideration. For purposes of this Section B.5(a), the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(A) Cash and Property: Such consideration shall:

(I) insofar as it consists of cash, be computed at the aggregate amount of cash received by the

Corporation, excluding amounts paid or payable for accrued interest;

- (II) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by a majority of the Board of Directors of the Corporation (with such majority including at least one of the Preferred Directors); and
- (III) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (I) and (II) above, as determined in good faith by the Board of Directors of the Corporation.

(B) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section B.5(a)(iii), relating to Options and Convertible Securities, shall be determined by dividing

- (I) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by
- (II) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, 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.

(vi) Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to a Conversion Price pursuant to the terms of Section B.5(a)(iv) above, and such issuance dates occur within a period of no more than 120 days from the first such issuance to the final such issuance, then, upon the final such issuance, the applicable Conversion Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without additional giving effect to any adjustments as a result of any subsequent issuances within such period).

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

(c) Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series B Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Prices in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the applicable Conversion Price then in effect by a fraction:

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

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

provided, however, that if such record date shall have been fixed and such dividend is not fully

provided, however, that if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, each affected Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Prices shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and provided further, however, that no such adjustment shall be made if the holders of Preferred Stock simultaneously receive (i) a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of Preferred Stock had been converted into Common Stock on the date of such event or (ii) a dividend or other distribution of shares of Preferred Stock, which are convertible, as of the date of such event, into such number of shares of Common Stock as is equal to the number of additional shares of Common Stock being issued with respect to each share of Common Stock in such dividend or distribution.

(d) Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series B Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section I do not apply to such dividend or distribution, then and in each such event the holders of Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Preferred Stock had been converted into Common Stock on the date of such event.

(e) Adjustment for Merger or Reorganization, etc. Subject to the provisions of Section B.2, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by subsections (a), (c) or (d) of this Section B.5), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Preferred Stock,, immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by majority of the Board of Directors of the Corporation with such majority including at least one of the Preferred Directors) shall be made in the application of the provisions in this Section B.5 with respect to the rights and interests thereafter of the holders of the Preferred Stock, to the end that the provisions set forth in this Section B.5 (including provisions with respect to changes in and other adjustments of the Conversion Prices) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of Preferred Stock.

(f) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Prices pursuant to this Section B.5, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than 10 days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Preferred Stock (but in any event not later than 10 days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the applicable Conversion Price then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of the Preferred Stock.

(g) Notice of Record Date. In the event:

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

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

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

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Series A Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other stock or securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock. Such notice shall be sent at least ten (10) days prior to the record date or effective date for the event specified in such notice. Any notice required by the provisions hereof to be given to a holder of shares of Preferred Stock shall be deemed sent to such holder if deposited in the United States mail, postage prepaid, and addressed to such holder at his, her or its address appearing on the books of the Corporation.

6. Redemption.

(a) Redemption. All shares of Preferred Stock shall be redeemed by the Corporation out of funds lawfully available therefor at a price equal to the Series A Original Issue Price, Series A-1 Original Issue Price or Series B Original Issue Price, as applicable, plus any Accruing Dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid (the "**Redemption Price**"), in three annual installments commencing sixty (60) days after receipt by the Corporation at any time on or after the fourth anniversary of the Series B Original Issue Date, from the holders of the Requisite Stockholders of written notice requesting redemption of all shares of Preferred Stock (the date of each such installment being referred to as a "**Redemption Date**"). On each Redemption Date, the Corporation shall redeem, on a pro rata basis in accordance with the number of outstanding shares of Preferred Stock owned by each holder that number of outstanding shares of Preferred Stock determined by dividing (i) the total number of shares of Preferred Stock outstanding immediately prior to such Redemption Date by (ii) the number of remaining Redemption Dates (including the Redemption Date to which such calculation applies).

(b) Redemption Default. If the Corporation does not redeem on a Redemption Date all shares of Preferred Stock required to be redeemed on such Redemption Date because it does not have sufficient funds legally available therefor (a "**Redemption Default**"), the Corporation shall redeem a *pro rata* portion of each holder's redeemable shares of such stock out of funds legally available therefor, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the legally available funds were sufficient to redeem all such shares, and shall redeem the remaining shares to have been redeemed (the "**Unredeemed Shares**") as soon as practicable after the Corporation has funds legally available therefor; provided, that holders of such Unredeemed Shares shall be entitled to receive the Redemption Price with respect thereto plus interest accruing daily on the unpaid portion of the Redemption Price that is equal to the Redemption Price with respect to the Unredeemed Shares, at the rate of 12% per annum calculated for the period of time during which the Redemption Default exists.

(c) Redemption Notice. Written notice of the mandatory redemption (the "**Redemption Notice**") shall be mailed, postage prepaid, to each holder of record of Preferred Stock at its post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the General Corporation Law, not less than forty (40) days prior to the each Redemption Date. Each Redemption Notice shall state:

- (I) the number of shares of Preferred Stock held by the holder that the Corporation shall redeem on the Redemption Date specified in the Redemption Notice;
- (II) the Redemption Date and the Redemption Price;

- (III) the date upon which the holder's right to convert such shares terminates (as determined in accordance with Section B.4.A(a)); and
- (IV) that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Preferred Stock to be redeemed.

(d) Surrender of Certificates; Payment. On or before the applicable Redemption Date, each holder of shares of Preferred Stock to be redeemed on such Redemption Date, unless such holder has exercised his, her or its right to convert such shares as provided in Section B.4A hereof, shall surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be canceled and retired. In the event less than all of the shares of Preferred Stock represented by a certificate are redeemed, a new certificate representing the unredeemed shares of Preferred Stock shall promptly be issued to such holder.

(e) Rights Subsequent to Redemption. If the Redemption Notice shall have been duly given, and if on the applicable Redemption Date the Redemption Price payable upon redemption of the shares of Preferred Stock to be redeemed on such Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor, then notwithstanding that the certificates evidencing any of the shares of Preferred Stock so called for redemption shall not have been surrendered, dividends with respect to such shares of Preferred Stock shall cease to accrue after such Redemption Date and all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the Redemption Price without interest upon surrender of their certificate or certificates therefor.

(f) Redeemed or Otherwise Acquired Shares. Any shares of Preferred Stock which are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately canceled and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Preferred Stock following redemption.

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

8. Contractual Rights of Holders. The various provisions set forth herein for the benefit of the holders of the Preferred Stock shall be deemed contract rights enforceable by them, including, without limitation, one or more actions for specific performance.

9. No Dilution or Impairment. The Corporation shall not, by amendment of this Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issuance or sale of securities, agreement or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation but shall at all times in good faith assist in the carrying out of all the provisions set forth herein and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the holders of Preferred Stock against impairment.

10. Waiver. Except as otherwise stated herein, any of the rights, powers, preferences and other terms of the holders of any series of Preferred Stock set forth herein that apply exclusively to the holders of such series of Preferred Stock may be waived on behalf of the holders of all such series of Preferred Stock by the affirmative consent of the holders of a majority of the shares of such series of Preferred Stock then outstanding.

FIFTH: Subject to any additional vote required by this Third Amended and Restated Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

SIXTH: Subject to any additional vote required by this Third Amended and Restated Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

SEVENTH: Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

EIGHTH: Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

NINTH: To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any repeal or modification of the foregoing provisions of this Article Ninth by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

TENTH: To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which General Corporation Law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law.

Any amendment, repeal or modification of the foregoing provisions of this Article Tenth shall not adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director, officer or other agent occurring prior to, such amendment, repeal or modification.

ELEVENTH: Subject to any additional vote required by this Third Amended and Restated Certificate of Incorporation, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Third Amended and Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

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

* * *

This Certificate of Incorporation has been duly adopted in accordance with Sections 228, 242 and 245 of the General Corporation Law.

[SIGNATURE PAGE TO FOLLOW]

20/12/11

IN WITNESS WHEREOF, this Certificate of Incorporation has been executed
by a duly authorized officer of the Corporation on this 18th day of December 2009.

By: _____

Eric Burnett

President and Chief Executive Officer

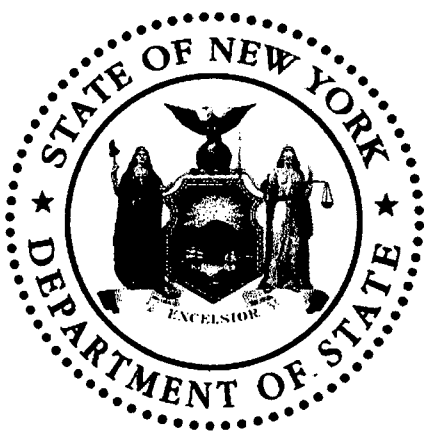
Apostille

(Convention de La Haye du 5 Octobre 1961)

1. Country: United States of America
This public document
2. has been signed by **Kathleen A. Marchione**
3. acting in the capacity of **County Clerk**
4. bears the seal/stamp of the county of **Saratoga**

Certified

5. At Albany, New York
6. the 06th day of October 2010
7. by Special Deputy Secretary of State, State of New York
8. No. A-96289G
9. Seal/Stamp
10. Signature



Sandra J. Tallman

Sandra J. Tallman
Special Deputy Secretary of State

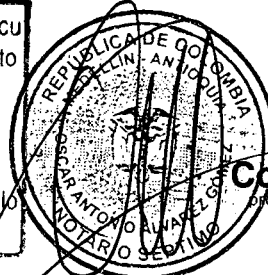
Está Copia corresponde al documento original, que el suscrito Notario ha tenido a la vista.
29 OCT 2010
NOTARIA SEPTIMA del Circulo de Medellin.



Está Copia corresponde al documento original, que el suscrito Notario ha tenido a la vista.

29 OCT 2010

NOTARIA SEPTIMA del Circulo de Medellín.



Contexto Intelectual
propiedad industrial, derechos de autor & nuevas tecnologías

Handwritten signature or initials.

Yo, **(NOMBRE REPRESENTANTE DE LA SOCIEDAD)**, por los derechos que represento en mi calidad de apoderado de la AUTERRA INC. una sociedad organizada y existente bajo las leyes de los Estados Unidos de América y en actual cumplimiento de su objeto social, con domicilio en la Ciudad de **(CIUDAD)**; por el presente instrumento, confiero PODER a favor de: **Dr. Andrés Márquez Acosta y/o Catalina Arango Hoyos**, domiciliados en la ciudad de Medellín, Colombia, para que actuando conjunta o separadamente a nombre del (la) otorgante le (la) represente(n) ante cualquier entidad, autoridad y/o persona, especialmente ante las del orden Administrativo, Contencioso-Administrativo, Judicial y/o de cualquier otra que fuere, en todo lo referente a los siguientes asuntos:

- 1.- Solicitar, tramitar, obtener, depositar y/o registrar cualquiera de las modalidades de Propiedad Industrial contempladas en las Leyes de Propiedad Intelectual, esto es, las Soluciones Técnicas de Aplicación Industrial, como: Patentes de Invención, Modelos de Utilidad, Dibujos y Modelos Industriales, Certificados de Protección; las Creaciones Formales de Aplicación Industrial, como: Esquema de trazado (topografías) de circuitos integrados, Depósito de Información no divulgada o secretos comerciales e industriales, know how. Signos Distintivos, como: Marcas, Lemas, Nombres y Enseñas Comerciales, Apariencias Distintivas de los negocios y establecimientos de comercio, y Denominaciones e Indicaciones de Origen, Variedades Vegetales y cualquier otra creación intelectual que se destine a un uso agrícola, industrial o comercial; así como sus renovaciones o prórrogas, transferencias, cambio de nombre y/o domicilio, contratos y licencias.
- 2.- Solicitar, tramitar, obtener y/o inscribir derechos de autor y derechos conexos, los contratos que dichos derechos generen, así como también la obtención de autorización de sociedades de gestión colectiva.
- 3.- Ejercer acciones de oposición, observación, impugnación, reposición, reclamación, apelación, revisión, cancelación y nulidad y demás que se relacionen con derechos derivados de los asuntos indicados, así como intervenir en los Procesos de Conocimiento, Juicios Civiles, Penales, Contenciosos-Administrativos, y aquellas señaladas en la Ley de Defensa del Consumidor; en acciones o juicios que promueva o se promuevan en contra del mandante; y solicitar las medidas cautelares.

Know all men by these presents that I, the undersigned Eric Burnett, President & CEO (hereinafter the GRANTOR), by the rights that I represent and acting as Legal Representative of AUTERRA INC., duly organized and existing under the laws of the United States of America, and in present execution of its social objective, domiciled at Malta, New York USA, do hereby grant a full and sufficient power to **Andrés Márquez Acosta and/or Catalina Arango Hoyos**, both domiciled in Medellín, Colombia, to act jointly or separately, for me and in my name, to represent me before all competent entities, authorities and/or persons, especially before those Administrative, Contentious-Administrative, Judicial and/or any other, in all matters concerning the following:

- 1.- To apply, process, obtain, deposit and/or register all modalities of Industrial Property rights according to Laws on Intellectual Property, that is, technical solutions susceptible of industrial application such as: Patents, Innovation Patents, Industrial Designs and Models, Protection Certificates; Creations susceptible of Industrial application, such as: layout-designs of integrated circuits, protection of undisclosed information or trade secrets, know-how; Distinctive signs, such as: trademarks, commercial names, commercial emblems and commercial ensigns, trade dress, geographical denominations and appellations of origin, plant varieties and any other intellectual creation for agricultural, industrial or commercial use; as well as their renewals or extensions, assignments, changes of name or address, agreements and licenses.
- 2.- Apply, process, obtain and/or register copyrights and related rights, agreements related to such rights as well as authorizations from Copyright General Partnerships.
- 3.- To file all kind of actions, such as oppositions, to answer summons, to appeal, to obtain annulment and cancelation and to file all other actions related with rights derived from the above mentioned matters as well as to intervene in Declaratory Judgments, in Civil proceedings, Criminal proceedings, Contentious-Administrative proceedings and those proceedings indicated by the Consumer Protection Act; to participate in

este mandato sea suficiente, conferimos expresamente este Poder amplio y suficiente, para ejercer las facultades especiales establecidas en las normas dispuestas para ello, esto es: sustituir, otorgar mandato, conciliar, transigir, comprometer el pleito en árbitros, desistir del pleito, deferir al juramento decisorio, absolver posiciones; y, recibir la cosa sobre la cual verse el litigio o tomar posesión de ella.

5.- Las facultades otorgadas por el presente instrumento, podrán ser ejercidas de manera directa o a través de mandato, en los países a continuación relacionados: COLOMBIA

6.- Ratificar la agencia oficiosa.

actions or lawsuits or litigations that the Grantor initiates or are initiated against him; and to request precautionary measures.

4.- In order for this power to be sufficient for all of the above mentioned matters, I hereby expressly grant full and sufficient power to exercise the special rights established in the Civil Procedure Code, that is: to conciliate, to settle, to submit arbitration, to withdraw, to acquit positions and to receive the object of litigation or to take possession of said object.

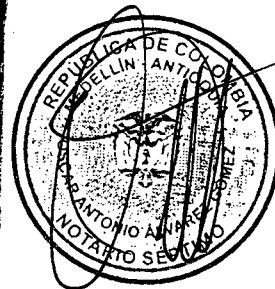
5.-The acts granted through this Power of Attorney may be exercised directly or indirectly in the following countries: COLOMBIA

6.- Ratify when GRANTEE acts as an officious intermeddler.

Dado y firmado en (Ciudad), a los días de de 2010.

Ballston Spa ~~ETH~~
Granted and signed at ~~Malta~~, New York on the 30th of September 2010

Está Copia corresponde al documento original, que el suscrito Notario ha tenido a la vista.
29 OCT 2010
NOTARIA SEPTIMA del Circulo de Medellín.



FIRMA/SIGNATURE

Nombre Representante Legal/Legal Representative
Eric Burnett, President & CEO
AUTERRA INC.

Notarial Certificate:

On this 30th day of September 2010, before me, a Notary Public of Saratoga County personally appeared Eric Burnett who has/have satisfactorily identified him/her/themselves as the signer(s) to the above-referenced document.

My Commission Expires: 7/13/2013

Notary Signature: Nancy J. Padula

NANCY J. PADULA
Notary Public, State of New York
Saratoga Co. - No. 04PA6208874
Commission Expires: July 13, 2013

STATE OF NEW YORK
County of Saratoga

ss.:

I, KATHLEEN A. MARCHIONE, County Clerk and Clerk of the County Court and the Supreme Court, Saratoga County, Courts of Record and having by law a common seal, DO HEREBY CERTIFY that

Nancy J. Padula

whose name is subscribed to the annexed affidavit, disposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public or have compared this signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
day of September 20 10

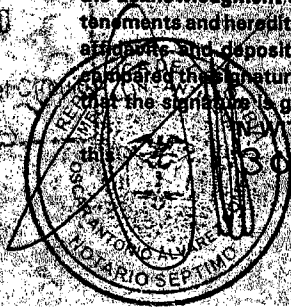
KATHLEEN A. MARCHIONE

Kathleen A. Marchione
County Clerk, Saratoga County

Esta copia corresponde al documento original que el suscrito Notario ha verificado de vista.

29 SEP 2010

NOTARY PUBLIC
de New York



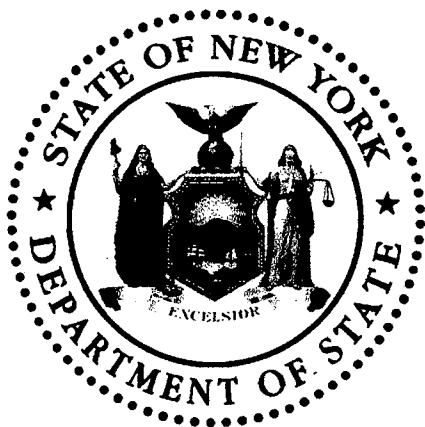
Apostille

(Convention de La Haye du 5 Octobre 1961)

1. Country: United States of America
This public document
2. has been signed by **Kathleen A. Marchione**
3. acting in the capacity of **County Clerk**
4. bears the seal/stamp of the county of **Saratoga**

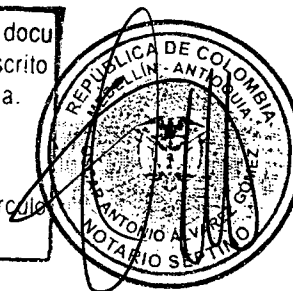
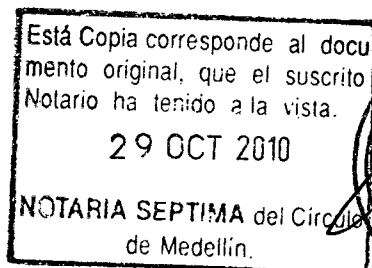
Certified

5. At Albany, New York
6. the 06th day of October 2010
7. by Special Deputy Secretary of State, State of New York
8. No. A-96288G
9. Seal/Stamp
10. Signature



Sandra J. Tallman

Sandra J. Tallman
Special Deputy Secretary of State



CESIÓN

Se ha presentado el presente contrato de cesión de derechos entre los suscritos:

LITZ, KYLE E.

JORDAN, TRACEY M.

ROSSETTI, MARK N.

LOUGHRAN, ANTHONY J.

VREELAND, JENNIFER L.

(los "Inventores")

Y por otro lado

AUTERRA INC., sociedad debidamente constituida bajo las leyes de los Estados Unidos de América.

(la "Cesionaria").

ASSIGNMENT

This Assignment of Patent is made, executed and delivered by and between :

LITZ, KYLE E.

JORDAN, TRACEY M.

ROSSETTI, MARK N.

LOUGHRAN, ANTHONY J.

VREELAND, JENNIFER L.

(the "Assignors")

And

AUTERRA INC., a corporation duly organized and existing under the laws of the United States of America

(the "Assignee")

CONSIDERACIONES

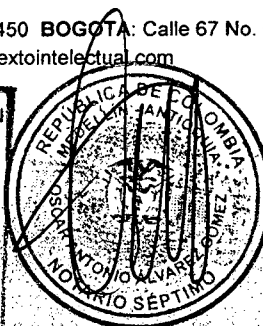
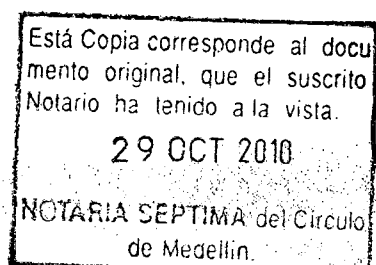
- Que de acuerdo al artículo 22 de la decisión 486 de 2000, el derecho a la patente pertenece al inventor y este derecho podrá ser transferido por acto entre vivos o por vía sucesoria. Agrega además que los titulares de las patentes podrán ser personas naturales o jurídicas y que si varias personas hicieran conjuntamente una invención, el derecho a la patente corresponde en común a todas ellas.
- Que LOS INVENTORES han desarrollado "CATALIZADORES DE

BACKGROUND

- According to article 22 of the Andean Decision 486 of 2000, the right to the patent belongs to the Inventor, and Inventor may transfer such right. Such article also state that owners of patents can be natural and legal persons, and that in case more people made an invention together, the right to the patent belongs to all of them.
- The Assignors have invented "SULFOXIDATION CATALYSTS AND

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propiedad industrial, derechos de autor
& nuevas tecnologías

SULFOXIDACIÓN Y MÉTODOS Y SISTEMAS PARA UTILIZAR LOS MISMOS, invención que será sometida a un trámite de patentabilidad de modelo de utilidad nacional.

- Hechas las siguientes consideraciones, las partes,

METHODS AND SYSTEMS OF USING SAME", which will be registered as a national Innovation Patent.

- Hence, parties agree that:

CLÁUSULAS:

CLAUSES

PRIMERA – TITULARIDAD DE LOS DERECHOS A CEDER: LOS INVENTORES manifiestan ser creadores únicos de "**CATALIZADORES DE SULFOXIDACIÓN Y MÉTODOS Y SISTEMAS PARA UTILIZAR LOS MISMOS**", derechos estos que no ha cedido de forma alguna a ninguna otra persona natural o jurídica, ni de forma parcial o total.

FIRST – OWNERSHIP OF RIGHTS TO BE ASSIGNED: The Assignors are the sole inventors of "**SULFOXIDATION CATALYSTS AND METHODS AND SYSTEMS OF USING SAME**", rights which have not been transferred or assigned by any means to any natural or legal person, totally or partially.

SEGUNDA – OBJETO: LOS INVENTORES declaran que es su voluntad ceder a favor de LA CESIONARIA absolutamente todos los derechos que tienen sobre "**CATALIZADORES DE SULFOXIDACIÓN Y MÉTODOS Y SISTEMAS PARA UTILIZAR LOS MISMOS**"; entre otros, derecho de patentabilidad, de explotación económica, etcétera, de forma exclusiva y por todo el tiempo que dure la protección de la patente.

SECOND – OBJECT: ASSIGNORS hereby assign to the ASSIGNEE the full and exclusive rights on "**SULFOXIDATION CATALYSTS AND METHODS AND SYSTEMS OF USING SAME**"; including but not limited to, right to file the patent, right to exploit the patent etc, exclusively and for the time of protection granted to the patent.

PARÁGRAFO PRIMERO: Queda habilitada LA CESIONARIA para ceder, vender, licenciar, autorizar el uso y demás disposiciones sobre "**CATALIZADORES DE SULFOXIDACIÓN Y MÉTODOS Y SISTEMAS PARA UTILIZAR LOS MISMOS**".

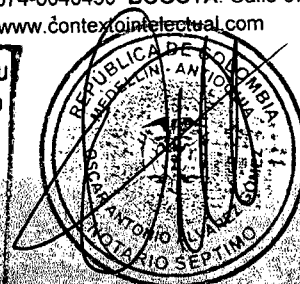
FIRST PARAGRAPH: ASSIGNEE is hereby entitled to sell, license, dispose and authorize the use of "**SULFOXIDATION CATALYSTS AND METHODS AND SYSTEMS OF USING SAME**".

MEDELLIN: Calle 11 B No. 41 – 53 PBX: 574-6040450 BOGOTA: Calle 67 No. 6 – 60 Of. 702 TEL: 571-2125423
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29 OCT 2010

NOTARIA SEPTIMA del Circuito
de Medellín



PARÁGRAFO SEGUNDO: Como parte de las obligaciones del presente contrato, **LOS INVENTORES** no podrán obstaculizar, ya sea directamente o por medio de terceros, la explotación pacífica de la patente modelo de utilidad **CATALIZADORES DE SULFOXIDACIÓN Y MÉTODOS Y SISTEMAS PARA UTILIZAR LOS MISMOS**, por lo que no se podrá oponer a dicha explotación por parte de **LA CESIONARIA** por medio de acciones judicial o extrajudicial.

SECOND PARAGRAPH: As part of the duties of the present agreement, **ASSIGNORS** may not in any way, directly or through third parties, interfere in the pacific exploitation of the Innovation Patent "**SULFOXIDATION CATALYSTS AND METHODS AND SYSTEMS OF USING SAME**", hence, **ASSIGNORS** may not oppose through judicial or extrajudicial means to such exploitation by the **ASSIGNEE**.

TERCERA- COSTOS DE PROCESOS: **LA CESIONARIA** asumirá los gastos del proceso de patentabilidad en Colombia de **CATALIZADORES DE SULFOXIDACIÓN Y MÉTODOS Y SISTEMAS PARA UTILIZAR LOS MISMOS** desde la fecha en que se inicie el proceso de radicación de patente a favor de **LA CESIONARIA**, incluyendo las anualidades de sostenimiento de la patente durante la vigencia de ésta.

THIRD - COSTS OF PROCEDURE: **ASSIGNEE** shall take on all costs of the patentability procedure in Colombia of "**SULFOXIDATION CATALYSTS AND METHODS AND SYSTEMS OF USING SAME**", from the date of filing of the patent by **ASSIGNEE**, including annuities of the patent for the time of its validity.

CUARTA - SOLUCIÓN DE CONTROVERSIAS: Si alguna controversia o dificultad se presentare en el desarrollo del presente contrato, las partes acuerdan acudir inicialmente a una etapa de arreglo directo. Si pasados quince días (15) de presentarse la controversia y no ser esta solucionada, las partes acuerdan acudir a un centro de conciliación reconocido, el cual será convocado por cualquiera de las partes dentro de los treinta (30) días siguientes. Si no fuese posible resolver allí las diferencias, las partes se someterán a la jurisdicción civil competente y en todo caso a las normas que rijan la materia para la República de Colombia.

FOURTH - DISPUTE RESOLUTION: If any dispute or disagreements arise during the validity of the present Agreement, parties must initially pursue a pacific agreement. If fifteen (15) days pass and an agreement is not reached, parties agree to go to a authorized conciliation centre, which can be summoned by any or both parties in the following thirty (30) days. In the event the disagreement or dispute were not solved in the conciliation hearing, parties shall submit to competent civil jurisdiction. Applicable jurisdiction shall be that of the Republic of Colombia.

Está Copia corresponde al documento original, que el suscrito Notario ha tenido a la vista.

29 OCT 2010

NOTARIA SEPTIMA del Circulo de Medellin.



NEW YORK
of Saratoga

ss.:

I, KATHLEEN A. MARCHIONE, County Clerk and Clerk of the County Court and the Supreme Court, Saratoga County, Courts of Record and having by law a common seal, DO HEREBY CERTIFY that

Nancy J. Padula

whose name is subscribed to the annexed affidavit, disposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

Esta copia corresponde al
mando original que se
verificó en el
29 OCT 2010

29 OCT 2010
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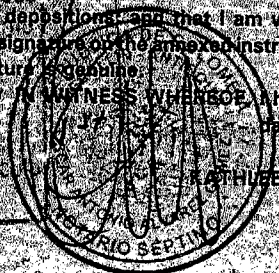
IN WITNESS WHEREOF

I have hereunto set my hand and affixed my official seal
day of October 20 10

NOTARIA SEPTIMA del Clerk
de Madrid

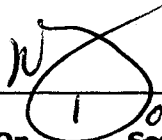
KATHLEEN A. MARCHIONE

Kathleen A. Marchione
County Clerk, Saratoga County

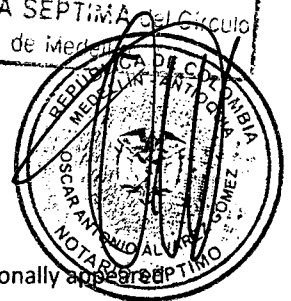
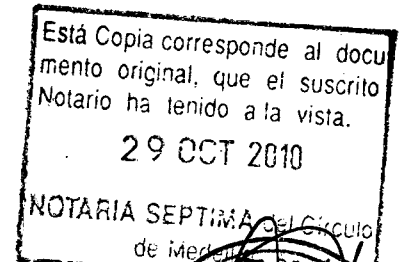


En señal de conformidad, se suscribe a los 28 Granted and signed as of this 28th day of
días del mes de septiembre del año dos mil September of 2010.
diez (2010).

LOS INVENTORES/THE ASSIGNORS

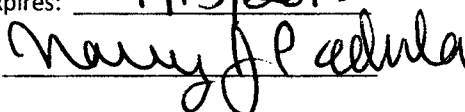
(1) 
On 1 October 2010
September 2010

LITZ, KYLE E.
INVENTOR/ASSIGNOR

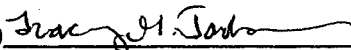


Notarial Certificate:

On this 1st day of October 2010, before me, a Notary Public of Saratoga County personally appeared
Kyle E. Litz who has/have satisfactorily identified him/her/themselves as the signer(s) to the above-referenced document.

My Commission Expires: 7/13/2013
Notary Signature: 

NANCY J. PADULA
Notary Public, State of New York
Saratoga Co. - No. 04PA6208874
Commission Expires: July 13, 2013

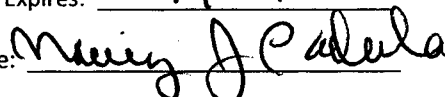
(2) 

On 30 September 2010

JORDAN, TRACEY M.
INVENTOR/ASSIGNOR

Notarial Certificate:

On this 30th day of September 2010, before me, a Notary Public of Saratoga County personally appeared
Tracey M. Jordan who has/have satisfactorily identified him/her/themselves as the signer(s) to the above-referenced document.

My Commission Expires: 7/13/2013
Notary Signature: 

NANCY J. PADULA
Notary Public, State of New York
Saratoga Co. - No. 04PA6208874
Commission Expires: July 13, 2013

NEW YORK
Saratoga

ss.:

I, KATHLEEN A. MARCHIONE, County Clerk and Clerk of the County Court and the Supreme Court, Saratoga County, Courts of Record and having by law a common seal, DO HEREBY CERTIFY that

Nancy J. Padula

whose name is subscribed to the annexed affidavit, disposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
day of *October* 20

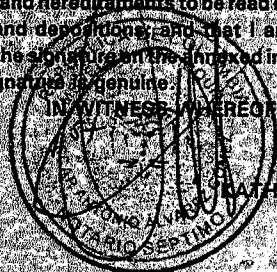
KATHLEEN A. MARCHIONE

County Clerk, Saratoga County

Esta Copia corresponde al
memorandum que el
Notario ha tenido a la vista.

29 OCT 2013

NOTARIA SEPTIMA del Circulo
de Medellin



(3) Mark Rossetti
On 1 ^{October} ~~September~~ 2010

ROSSETTI, MARK N.
INVENTOR/ASSIGNOR

Notarial Certificate:

On this 1st day of October 2010, before me, a Notary Public of Saratoga County personally appeared Mark N. Rossetti who has/have satisfactorily identified him/her/themselves as the signer(s) to the above-referenced document.

My Commission Expires: 7/13/2013
Notary Signature: Nancy J. Padula

NANCY J. PADULA
Notary Public, State of New York
Saratoga Co. - No. 04PA6208874
Commission Expires: July 13, 2013

(4) _____
On _____ September 2010

LOUGHRAN, ANTHONY, J.
INVENTOR/ASSIGNOR

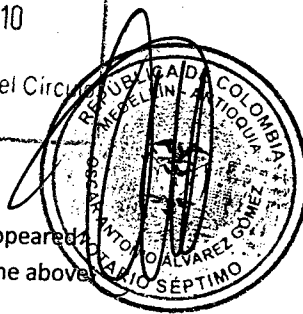
Está Copia corresponde al documento original, que el suscrito Notario ha tenido a la vista.
29 OCT 2010
NOTARIA SEPTIMA del Circulo de Medellin.

Notarial Certificate:

On this _____ day of _____ 2010, before me, a Notary Public of Greene County personally appeared Anthony J. Loughran who has/have satisfactorily identified him/her/themselves as the signer(s) to the above-referenced document.

My Commission Expires: _____

Notary Signature: _____



STATE OF NEW YORK
County of Saratoga

ss.:

I, KATHLEEN A. MARCHIONE, County Clerk and Clerk of the County Court and the Supreme Court, Saratoga County, Courts of Record and having by law a common seal, DO HEREBY CERTIFY that

Nancy J. Padula

whose name is subscribed to the annexed affidavit, disposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe

that the signature is genuine.

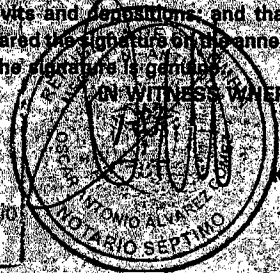
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
day of October 2019

KATHLEEN A. MARCHIONE

Kathleen A. Marchione

County Clerk, Saratoga County

Esta copia corresponde
me lo certifica que el
Notario ha tenido a la vista
this
29 OCT 2019
NOTARIA SEPTIMA del Circuito
de Medeflin



(5) Jennifer L. Vreeland

On 30 September 2010

VREELAND, JENNIFER L.
INVENTOR/ASSIGNOR

Notarial Certificate:

On this 30th day of September 2010, before me, a Notary Public of Saratoga County personally appeared Jennifer L. Vreeland who has/have satisfactorily identified him/her/themselves as the signer(s) to the above-referenced document.

My Commission Expires: 7/13/2013

Notary Signature: Nancy J. Padula

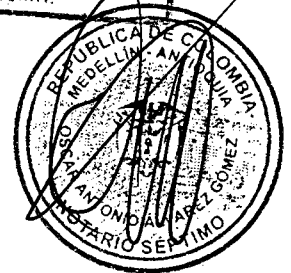
NANCY J. PADULA
Notary Public, State of New York
Saratoga Co. - No. 04PA6208874
Commission Expires: July 13, 2013

Eric Burnett

THE ASSIGNEE/ LA CESIONARIA

ERIC BURNETT, PRESIDENT & CEO
LEGAL REPRESENTATIVE/ REPRESENTANTE LEGAL
AUTERRA INC.

Está Copia corresponde al documento original, que el suscrito Notario ha tenido a la vista.
29 OCT 2010
NOTARIA SEPTIMA del Circulo de Medellin.



Notarial Certificate:

On this 30th day of September 2010, before me, a Notary Public of Saratoga County personally appeared Eric Burnett who has/have satisfactorily identified him/her/themselves as the signer(s) to the above-referenced document.

My Commission Expires: 7/13/2013

Notary Signature: Nancy J. Padula

NANCY J. PADULA
Notary Public, State of New York
Saratoga Co. - No. 04PA6208874
Commission Expires: July 13, 2013

STATE OF NEW YORK
County of Greene,

ss.:

I, Michael Flynn Clerk of the County of Greene, and Clerk of the Supreme and County Courts in and for said County, **Do Hereby Certify**, That said Courts are Courts of Record;

That Tracy C Spitz, whose name is subscribed to

Está Copia corresponde al documento original, que el suscrito Notario ha tenido a la vista

29 OCT 2010

NOTARIA SEPTIMA del
de Medellín



the deposition, certificate of acknowledgment or proof of the annexed instrument, was at the time making the same a **Notary Public** in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York, that pursuant to law a commission, or a certificate of his appointment and qualifications, and his autograph signature have been filed in my office; that as such **Notary Public** he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment of proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such **Notary Public**, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Courts at Catskill in said County of Greene, this 1st day of October A.D. 20 10

By Michael Flynn Deputy Clerk.

76
136

139
95

(3) _____

On _____ September 2010

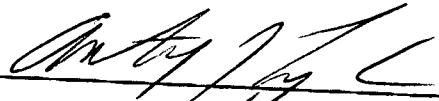
ROSSETTI, MARK N.
INVENTOR/ASSIGNOR

Notarial Certificate:

On this _____ day of _____ 2010, before me, a Notary Public of Saratoga County personally appeared Mark N. Rossetti who has/have satisfactorily identified him/her/themselves as the signer(s) to the above-referenced document.

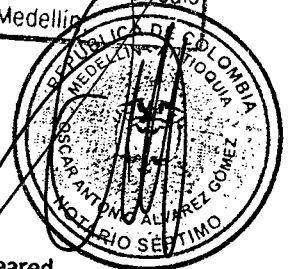
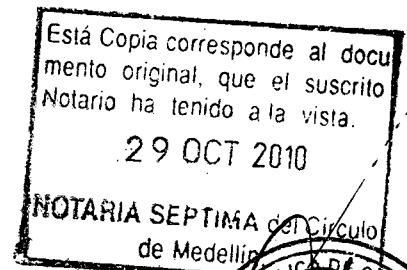
My Commission Expires: _____

Notary Signature: _____

(4) 

On 1 ~~September~~ October 2010

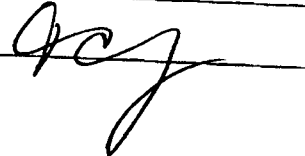
LOUGHRAN, ANTHONY, J.
INVENTOR/ASSIGNOR



Notarial Certificate:

On this 1st day of October 2010, before me, a Notary Public of Greene County personally appeared Anthony J. Loughran who has/have satisfactorily identified him/her/themselves as the signer(s) to the above-referenced document.

My Commission Expires: 4-2-11

Notary Signature: 

TRACY C. SPITZ
Notary Public, State Of New York
No. 01SP6056797
Qualified In Greene County
Commission Expires 04/02/20 11



Bogotá D.C.,
2020

Industria y Comercio
SUPERINTENDENCIA

93
130

Doctor(a)
MARQUEZ ACOSTA ANDRES
Apoderado(a) y/o Representante de
AUTERRA, INC

REFERENCIA	Radicación No.	10 131116
	Solicitud internacional	PCT/US2008/082095
	Fecha inicio fase nacional	26/10/2010
	Trámite	12
	Evento	378
	Actuación	430
	Oficio No.	

109696

Teniendo en cuenta que el capítulo reivindicatorio presentado excede de diez reivindicaciones, es necesario que cancele la tasa establecida por cada reivindicación adicional presentada, de conformidad con lo dispuesto en la resolución de tasas vigente para la fecha de presentación de la solicitud, so pena de que no sean tenidas en cuenta dentro del presente trámite administrativo.

En consecuencia, con fundamento en lo previsto por el artículo 12 del Código Contencioso Administrativo, se le requiere para que dentro del término de un (1) mes siguiente a la fecha de notificación del presente oficio atienda el requerimiento aquí señalado. Lo anterior, con el alcance que para tal efecto establece el artículo 13 de la misma codificación, respecto de las reivindicaciones adicionales.

Notifíquese el presente oficio conforme a lo dispuesto en el numeral 5.2, literal e), del capítulo quinto del título primero de la Circular Única N° 10 de 2001.

JOSE LUIS SALAZAR LOPEZ
Director de Nuevas Creaciones (c)

17 JUN. 2011

El anterior requerimiento fue notificado por fijación en lista de fecha _____
adpa11