

Delaware

PAGE 1

The First State

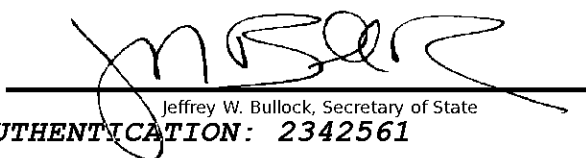
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "VERSEON CORPORATION", FILED IN THIS OFFICE ON THE FIRST DAY OF MAY, A.D. 2015, AT 5:04 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

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Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2342561

DATE: 05-01-15

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF VERSEON CORPORATION**

Verseon Corporation, a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the “*General Corporation Law*”),

DOES HEREBY CERTIFY:

FIRST: That the name of this corporation is Verseon Corporation, that this corporation was originally incorporated pursuant to the General Corporation Law on August 6, 2007, and that this corporation filed an Amended and Restated Certificate of Incorporation of Verseon Corporation on February 27, 2015.

SECOND: That the Board of Directors of the Verseon Corporation (the “*Board of Directors*”) duly adopted resolutions proposing to amend and restate the Amended and Restated Certificate of Incorporation of Verseon Corporation, declaring this Amended and Restated Certificate of Incorporation of Verseon Corporation (this “*Amended Certificate*”) to be advisable and in the best interests of this Corporation and its stockholders, and authorizing the appropriate officers of this Corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed Amended Certificate is as follows:

RESOLVED, that the Amended and Restated Certificate of Incorporation of this corporation be amended and restated in its entirety to read as follows:

**ARTICLE I.
NAME**

The name of the corporation shall be Verseon Corporation (the “*Corporation*”).

**ARTICLE II.
REGISTERED AGENT**

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

**ARTICLE III.
PURPOSE**

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

ARTICLE IV. CAPITALIZATION

Section 1. *Recapitalization.*

a. Upon the date of the filing of this Amended Certificate (the “*Filing Date*”), (i) each share of Class A Preferred, par value \$0.001, of the Corporation issued and outstanding or held in treasury immediately prior to the Filing Date shall be automatically converted into two (2) shares of Common Stock, par value \$0.001, of the Corporation (“*Common Stock*”), (ii) each share of Class B Preferred, par value \$0.001, of the Corporation issued and outstanding or held in treasury immediately prior to the Filing Date shall be automatically converted into two (2) shares of Common Stock, (iii) each shares of Class C Preferred, par value \$0.001, of the Corporation issued and outstanding or held in treasury immediately prior to the Filing Date shall be automatically converted into two (2) shares of Common Stock, (iv) each share of Class Y Stock, par value \$0.001, of the Corporation issued and outstanding or held in treasury immediately prior to the Filing Date shall be automatically converted into two (2) shares of Common Stock, and (v) each share of Class Z Stock, par value \$0.001, of the Corporation issued and outstanding or held in treasury immediately prior to the Filing Date shall be automatically reclassified as one (1) share of Common Stock, in each case without any further action by the holders of such shares of capital stock and regardless whether the certificates representing the shares of capital stock are surrendered to the Corporation (the “*Recapitalization*”).

b. Upon the occurrence of the Recapitalization as provided in Section 1(a) of this Article IV, each holder of capital stock of the Corporation that has been converted into or reclassified as Common Stock shall surrender the certificate(s) formerly representing such shares (or, if such registered holder alleges that such certificate(s) has or have 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 Corporation or its transfer agent. Thereupon the Corporation shall issue and deliver to such holder, promptly at such office and in the name shown on such surrendered certificate(s) or on such lost certificate affidavit and agreement, a certificate or certificates for the number of shares of the Common Stock into which the such shares of capital stock shall have converted or reclassified, dated as of the Filing Date.

Section 2. *Authorized Stock.* Immediately following the Recapitalization, this Corporation is authorized to issue one class of stock to be designated Common Stock and one class of stock to be designated Preferred Stock (the “*Preferred Stock*”). The total number of shares of Common Stock that this Corporation is authorized to issue is 300,000,000 par value \$0.001 per share, and the total number of shares of Preferred Stock that this Corporation is authorized to issue is 30,000,000, \$0.001 par value per share.

Section 3. *Blank Check Preferred Stock.* The Board of Directors is hereby expressly authorized to provide, out of the unissued shares of Preferred Stock, for one or more series of Preferred Stock and, with respect to each such series, to fix the number of shares constituting such series and the designation of such series, the voting powers, if any, of the shares of such series, and the preferences and relative, participating, optional or other special rights, if any, and

any qualifications, limitations or restrictions thereof, of the shares of such series. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

Section 4. Issuances. The Corporation may issue shares of its capital stock from time to time for such consideration as may be fixed by the Board of Directors; *provided, however,* that the consideration to be received for any shares of capital stock subject thereto shall not be less than the par value thereof. Shares so issued for which the consideration shall have been paid or delivered to the Corporation shall be deemed fully paid stock and shall not be liable to any further call or assessment thereon, and the holders of such shares shall not be liable for any further payments in respect of such shares.

Section 5. Rights of Common Stock.

a. The holders of shares of Common Stock shall be entitled to vote upon all matters submitted to a vote of the stockholders of the Corporation and shall be entitled to one vote for each share of the Common Stock held.

b. Subject to the prior rights and preferences (if any) applicable to shares of Preferred Stock of any series, the holders of shares of Common Stock shall be entitled to receive such dividends (payable in cash, stock or otherwise) as may be declared thereon by the Board of Directors at any time and from time to time out of any funds of the Corporation legally available therefor.

c. In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, after payment or provision for preferential or other rights (if any) of the holders of shares of Preferred Stock in respect thereof, the holders of shares of the Common Stock shall be entitled to receive all the remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares of the Common Stock held by them. For purposes of this paragraph, a liquidation, dissolution or winding-up of the Corporation shall not be deemed to be occasioned by or to include (i) any consolidation or merger of the Corporation with or into another corporation or other entity or (ii) a sale, lease, exchange or conveyance of all or part of the assets of the Corporation.

Section 6. Pre-emptive Rights. Unless otherwise determined in a general meeting by Stockholders of the Corporation holding at least two thirds of the voting power of the outstanding Common Stock represented at such meeting, each stockholder shall have a pre-emption right to purchase its *pro rata* share of Common Stock of the Corporation (with certain exceptions) that the Corporation may, from time to time, propose to sell and issue wholly for cash, but subject to such exclusions or other arrangements as the Board of Directors may deem necessary or expedient in its exclusive discretion to deal with fractional entitlements or legal or practical problems under the laws of any country, territory or political subdivision thereof, or the requirements of any regulatory authority or stock exchange in any jurisdiction. The Corporation may, at any time and from time to time upon approval by the Board of Directors, disapply the pre-emption provisions, provided that such disapplication is limited to (i) the allotment for cash of Common Stock where the nominal amount of such Common Stock during any twelve month

period does not exceed in the aggregate, ten percent (10%) of the outstanding Common Stock from time to time, or (ii) the allotment is in connection with a rights issue or (iii) the grant of options or other rights to subscribe for Common Stock (and the subsequent issue of Common Stock upon the exercise or vesting of such options or rights) pursuant to a plan approved by stockholders for the incentivization of employees and consultants of the Corporation. These pre-emption rights will cease to apply if the Corporation becomes a reporting company under the Exchange Act of 1934 (the “*Exchange Act*”).

ARTICLE V. TAKEOVER PROVISIONS

Section 1. From the date on which shares of the Corporation’s capital stock is admitted to trading on AIM and for so long as the Corporation has any shares of its capital stock admitted to trading on AIM (or any successor body or organization), the provisions of Sections 2 through 18 of this Article V shall remain in full force and effect; *provided, however,* that the provisions of Sections 2 through 18 of this Article V shall cease to apply as soon as the Corporation becomes a corporation that has a class of shares registered with the Securities and Exchange Commission (“*SEC*”) pursuant to section 12 or 15 of the Securities Exchange Act, or any successor statute or amendment thereto.

Section 2. Subject to the General Corporation Law, the Exchange Act (if the Corporation has equity securities registered under the Exchange Act) and any applicable SEC regulations or other law, when:

a. any Person acquires, whether by a series of transactions over a period of time or not, beneficial ownership of securities that (taken together with securities held or acquired by Persons acting in concert with such Person) represent thirty percent (30%) or more of the Voting Rights; or

b. any Person who, together with Persons acting in concert with such Person, holds beneficial ownership of securities representing not less than thirty percent (30%) but not more than fifty percent (50%) of the Voting Rights and such Person, or any Person acting in concert with such Person, acquires additional securities that will increase his, her or its percentage of the Voting Rights,

then such Person and any Person acting in concert with such Person (each such Person referred to herein as the “*Offeror*”) shall extend an Offer, on the basis set out in Sections 4 through 8 of this Article V, to the holders of all the issued and outstanding shares of capital stock of the Corporation. Offers for different classes of shares must be comparable. Notwithstanding the foregoing, neither (i) the exercise of a stock option for securities of the Corporation by a current or former officer, director, employee or consultant of the Corporation, nor (ii) the purchase of securities of the Corporation by a Person that is as of the Filing Date a current officer of the Corporation, shall be deemed in either case to constitute the acquisition of securities giving rise to the obligation to make an Offer under Section 2 of this Article V.

Section 3. The taking of an option to acquire securities will be deemed to constitute the acquisition of securities giving rise to the obligation to make an Offer under Section 2 of this Article V where the relationship and arrangements between the parties concerned are such that effective Control has passed to the taker of the option; *provided*, that neither (i) the grant by the Corporation of an option to acquire securities to current officers, directors, employees and consultants of the Corporation, nor (ii) the purchase of an option to acquire securities of the Corporation by a Person that is as of the Filing Date a current or former officer, director, employee or consultant of the Corporation, shall in either case be deemed to constitute the acquisition of securities giving rise to the obligation to make an Offer under Section 2 of this Article V. The acquisition of Voting Rights, or general control of them, as distinct from the associated securities, itself will be deemed to be an acquisition of the associated securities.

Section 4. Each member of a group of Persons acting in concert that constitutes an Offeror will have a joint and several obligation to extend an Offer.

Section 5. In respect of any Offer(s) made under Section 2 of this Article V:

a. such Offer(s) must be conditional only upon the Offeror having received acceptances in respect of securities which, together with securities acquired or agreed to be acquired before or during the Offer, will result in the Offeror, and any Person acting in concert with him, her or it, holding securities representing more than fifty percent (50%) of the Voting Rights; and

b. no acquisition of securities which would give rise to the obligation to make an Offer under Section 2 of this Article V may be made if the making or implementation of such Offer would or might be dependent on the passing of a resolution at any meeting of the stockholders or beneficial owners of the Offeror or upon any other condition, consent or arrangement.

Section 6. An Offer must, in respect of each class or series of shares in the Corporation, be in cash (or be accompanied by a cash alternative) at not less than the highest price paid by the Offeror (or any Person acting in concert with him, her or it) for shares of that class or series during the Offer Period and within twelve (12) months prior to the commencement of the Offer Period. An Offer must be made in writing and publicly disclosed, and must be open for acceptance for a period of not less than thirty (30) days and, if the Offer is made conditional as to acceptances and becomes or is declared unconditional as to acceptances, the Offer must remain open for not less than fourteen (14) days after the date on which it would otherwise have expired.

Section 7. When shares of the Corporation have been acquired for consideration other than cash in a transaction giving rise to an obligation to make an Offer under Section 2 of this Article V, the Offer must nevertheless be in cash or be accompanied by a cash alternative of at least equal value, which value must be determined by an accountancy firm, investment bank or financial adviser of repute in the United Kingdom, the United States or internationally, to be appointed by the Corporation at the Offeror's expense, such independent valuation to be published by the independent valuer at the same time as the Offer.

Section 8. In calculating the price paid for shares of the Corporation, stamp duty and broker's commission, if any, shall be excluded.

Section 9. If shares of the Corporation have been acquired in exchange for listed securities in a transaction giving rise to an obligation to make an Offer under Section 2 of this Article V, the price paid for such shares will be established by reference to the middle market price of such listed securities on the close of business on the most recent dealing date in respect of such listed securities prior to such acquisition.

Section 10. If shares of the Corporation are admitted to trading on AIM and have been acquired by the conversion or exercise (as applicable) of convertible securities, warrants, options or other subscription rights, the price paid for such shares will normally be established by reference to the middle market price of such shares on AIM at the close of business on the day on which the relevant exercise or conversion notice was submitted. If, however, the convertible securities, warrants, options or subscription rights were acquired during the Offer Period or within twelve (12) months prior to its commencement, they will be treated as if they were purchases of the underlying shares at a price equal to the sum of the purchase price of such convertible securities, warrants, options or subscription rights plus the relevant conversion or exercise price paid (or, if such convertible securities, warrants, options or subscription rights have not yet been converted or exercised, the maximum conversion or exercise price payable under the relevant conversion or exercise terms).

Section 11. In the event that any director or authorized officer of the Corporation (or any of his or her affiliates) sells shares of the Corporation to a purchaser as a result of which the purchaser is required to make an Offer under Section 2 of this Article V, such director or authorized officer must ensure that as a condition of the sale the purchaser undertakes to fulfill its obligations under Section 2 of this Article V. In addition, subject to Section 16 of this Article V, such director or authorized officer shall not resign from the Board of Directors or his or her office until the first closing date of the Offer or the date when the Offer becomes or is declared wholly unconditional, whichever is the later.

Section 12. Unless otherwise determined in the sole discretion of the Board of Directors, no Offeror or nominee of an Offeror may be appointed to the Board of Directors or as an authorized officer of the Corporation, nor may an Offeror exercise the Voting Rights represented by the securities of the Corporation held by such Offeror, until after an Offer is no longer open for acceptance.

Section 13. The obligation to make an Offer under Section 2 of this Article V may be waived in the circumstances and with the relevant consent described below (such waiver applying only to a specific obligation to make an Offer and not to any future obligation to make an Offer as a result of any future acquisitions of securities of the Corporation):

a. the obligation may be waived in any circumstance with the consent of the holders of at least seventy-five percent (75%) of the Voting Rights (excluding for this purpose the Voting Rights of the Offeror and any Persons who are affiliated or acting in concert with the Offeror).

b. if an allotment of New Securities by the Corporation as consideration for an acquisition or a cash subscription would otherwise result in an obligation to make an Offer under Section 2 of this Article V, the obligation may be waived with the consent of the holders of a majority of the Voting Rights of those Persons who are neither the proposed allottee(s) of the New Securities nor affiliated or acting in concert with the proposed allottee(s) of such New Securities or

c. if an underwriter incurs an obligation under Section 2 of this Article V unexpectedly (e.g., as a result of an inability to complete a distribution of securities of the Corporation), the obligation may be waived with the consent of the Board of Directors, in its absolute discretion, including as to any conditions or further terms or stipulations to be attached to such consent.

Section 14. If an Offeror shall fail to comply with Section 2 and Sections 5 through 8 of this Article V, or shall fail to comply with such Offeror's obligations under the Offer, and shall persist in such failure after written notice from the Corporation to such Person(s), the Board of Directors may:

a. require such Person(s) to provide such information as the Board of Directors considers appropriate;

b. make an award for costs against the Offeror;

c. determine that some or all of such securities acquired in breach of Section 2 and Sections 5 through 8 of this Article V be sold;

d. direct that the Offeror shall not be entitled to exercise any Voting Rights; and/or

e. direct that no dividends shall be paid in respect of all or any of the capital stock of the Corporation held by the Offeror.

The restrictions in subparagraphs (d) and (e) of this Section 14 may be waived at the discretion of the Board of Directors, and shall be waived when (i) the securities subject to such restrictions are proved to the reasonable satisfaction of the Board of Directors to have been sold to a new beneficial owner that is not affiliated or acting in concert with the Offeror, (ii) such shares have been sold pursuant to an Offer made to all holders of securities of the Corporation on terms which do not differentiate between such holders; or (iii) the provisions of this Article V relating to the Offer or, as the case may be, the Offeror's obligations under the Offer, have been complied with in full.

Section 15. If a director of the Corporation is affiliated with an Offeror, he or she shall forthwith vacate his or her office if his or her resignation is requested by notice tendered at a meeting of the Board of Directors by all other directors who are not so affiliated. For purposes hereof, like notices signed by each such director shall be effective as a single notice signed by all such directors.

Section 16. The Board of Directors has, save where expressly provided otherwise in this Article V, full authority to determine the application of this Article V including the authority to waive (in whole or in part) any of its terms. Such authority shall include, without limitation, determining whether one or more Person(s) are affiliated or are acting in concert determination of conditions and consents, the consideration to be offered and the restrictions, limitations or removal of the exercise of Voting Rights by, or other rights attaching to the shares of, an Offeror but shall not include the obligation to make an Offer under Section 2. Any resolution or determination of, or decision or exercise of any discretion or power by, the Board of Directors or any director acting in good faith under or pursuant to the provisions of this Article V shall be final and conclusive; and anything done by, or on behalf of, or on the authority of, the Board of Directors or any director acting in good faith pursuant to the provisions of this Article V shall be conclusive and binding on all persons concerned and shall not be open to challenge, whether as to its validity or otherwise on any ground whatsoever. The Board of Directors shall not be required to give any reasons for any decision, determination or declaration taken or made in accordance with this Article V.

Section 17. Except with the consent of the Board of Directors, no Offeror who has made an Offer but that Offer has not become or been declared wholly unconditional and has been withdrawn or lapsed may within 12 months from the date on which such Offer is withdrawn or lapses either (i) announce another Offer for the Corporation (which could result in the Offeror being interested in securities carrying more than thirty percent (30%) of the Voting Rights); or (ii) acquire beneficial ownership of securities that would require him, her or it to make an offer pursuant to Section 2 of this Article V.

Section 18. Subject to the General Corporation Law, the Exchange Act (if the Corporation has any equity securities registered under the Exchange Act) and any applicable SEC regulations or other law, where any Person is interested in three percent (3%) or more of the Corporation's securities such person must notify the Corporation of their holdings (as such term is defined in the AIM Rules) of securities (including all legal and beneficial interests, direct or indirect, of such Person, including all positions in "financial instruments" as such term is defined in the AIM Rules) and of any subsequent relevant change to their holdings (being one percent (1%) increment increase or decrease while that Persons holdings are above the three percent (3%) threshold) within five (5) days of such event occurring so that these disclosures can be properly notified to AIM by the Corporation.

In addition, the Board of Directors may serve a disclosure notice ("*Disclosure Notice*") in writing on any Person whom the Board of Directors knows, or has reasonable cause to believe, to be interested in the Corporation's securities, requiring such Person to indicate whether or not it is the case and, where such Person holds any interest in any such securities, to give such further information as may be required by the Board of Directors. If a Disclosure Notice has been served on a Person and the Corporation has not received the information required in respect of the specified securities in writing within a period of fourteen (14) days after the service of the Disclosure Notice, then the Board of Directors may:

- a. direct that such Person shall not be entitled to exercise any Voting Rights; and/or
- b. direct that no dividends shall be paid in respect of all or any of the capital stock of the Corporation held by such Person.

The restrictions in subparagraphs (a) and (b) of this Section 18 may be waived at the discretion of the Board of Directors, and shall be waived when (i) the securities subject to such restrictions are proved to the reasonable satisfaction of the Board of Directors to have been sold to a new beneficial owner that is not affiliated or acting in concert with such Person, (ii) such securities have been sold pursuant to an Offer made to all holders of securities of the Corporation on terms which do not differentiate between such holders; or (iii) the provisions of this Section 18 have been complied with in full.

Section 19. The following terms, as used in this Article V, shall have the meanings set forth below:

- a. “*AIM*” means the Alternative Investment Market operated by The London Stock Exchange plc.
- b. “*AIM Rules*” means the AIM Rules for Companies published by The London Stock Exchange plc from time to time.
- c. “*New Securities*” means any shares of any kind, class or series of the capital stock of the Corporation, whether now or hereafter authorized, to be offered and sold pursuant to a public offering on AIM or the London Stock Exchange.
- d. “*Offer*” means a written offer made in accordance with Section 2 and Sections 4 through 8 of this Article V and may, subject to Section 2 and Sections 4 through 8 of this Article V, include an offer to consummate a takeover, merger or consolidation transaction, however effected, including a reverse takeover, partial offer, tender offer, a court-imposed scheme (including a plan of reorganization under insolvency or bankruptcy laws), or an offer by a parent corporation for shares in its subsidiary.
- e. “*Offer Period*” means the period commencing when the first announcement is made of an offer or possible offer for the Corporation, or when certain other announcements are made, such as an announcement that a purchaser is being sought for an interest in securities carrying thirty percent (30%) or more of the Voting Rights of the Corporation or that the Board of Directors is seeking potential offerors, and will come to an end when an announcement is made that an offer has become or has been declared unconditional acceptances, that a scheme of arrangement has become effective, that all announced offers have been withdrawn or have lapsed or following certain other announcements having been made.

f. “*Person*” means any individual, corporation, firm, partnership (general or limited), association, limited liability company, joint venture, trust, estate or other legal entity or organization.

g. “*Voting Rights*” means all the voting rights attributable to the issued and outstanding securities of the Corporation, which are exercisable at a meeting of the stockholders of the Corporation at the relevant time.

ARTICLE VI. NO STOCKHOLDER ACTION BY WRITTEN CONSENT

No action that is required or permitted to be taken by the stockholders of the Corporation at any annual or special meeting of stockholders may be effected by written consent of stockholders in lieu of a meeting.

ARTICLE VII ANNUAL MEETING OF STOCKHOLDERS

The annual meeting of the stockholders for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held at such date, time and place, if any, as shall be determined solely by the resolution of the Board of Directors in its sole and absolute discretion.

ARTICLE VIII BOARD OF DIRECTORS

Section 1. *Composition.*

a. The business and affairs of the Corporation shall be managed by, or under the direction of, the Board of Directors. The total number of directors constituting the entire Board of Directors shall be not be less than three nor more than seven, with the then-authorized number of directors fixed from time to time by the Board of Directors.

b. The Board of Directors shall be and is divided into three classes, as nearly equal in number as possible, designated: Class I, Class II and Class III. The Board of Directors, in accordance with Section 141(d) of the General Corporation Law, is authorized to and shall appoint to a class each of the members of the Board of Directors in office on the effective date of this Amended Certificate. In case of any increase or decrease, from time to time, in the number of directors, the number of directors in each class shall be apportioned as nearly equal as possible. No decrease in the number of directors shall shorten the term of any incumbent director.

Section 2. *Terms of Office.* Each director shall serve for a term ending on the date of the third annual meeting following the annual meeting at which such director was elected; *provided*, that each director initially appointed to Class I shall serve for an initial term expiring at the Corporation’s first annual meeting of stockholders following the effectiveness of this provision; each director initially appointed to Class II shall serve for an initial term expiring at the Corporation’s second annual meeting of stockholders following the effectiveness of this

provision; and each director initially appointed to Class III shall serve for an initial term expiring at the Corporation's third annual meeting of stockholders following the effectiveness of this provision; *provided further*, that the term of each director shall continue until the election and qualification of a successor and be subject to such director's earlier death, disqualification, resignation or removal.

Section 3. Removal. Any director may be removed from office (i) with or without cause, by the affirmative vote of a majority of the total voting power of the outstanding shares of the capital stock of the Corporation entitled to vote in any annual election of directors or class of directors, voting together as a single class or (ii) with cause, by the affirmative vote or consent of at least two-thirds of the other members of the Board of Directors.

Section 4. Vacancies. Vacancies on the Board of Directors by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, and newly created directorships resulting from any increase in the authorized number of directors shall be solely filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director and shall not be filled by the stockholders. A director elected to fill a vacancy or a newly created directorship shall hold office until the next election of the class for which such director shall have been chosen, subject to the election and qualification of a successor and to such director's earlier death, resignation or removal.

Section 5. Written Ballot. Elections of directors need not be by written ballot unless the Bylaws of the Corporation (the "*Bylaws*") shall so provide.

ARTICLE IX. LIMITATION OF LIABILITY

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

ARTICLE X. INDEMNIFICATION

The Corporation shall indemnify, advance expenses, and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "*Covered Person*") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "*Proceeding*"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered

Person. Notwithstanding the preceding sentence, except for claims for indemnification (following the final disposition of such Proceeding) or advancement of expenses not paid in full, the Corporation shall be required to indemnify a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person only if the commencement of such Proceeding (or part thereof) by the Covered Person was authorized in the specific case by the Board of Directors. Any amendment, repeal or modification of the foregoing provisions of this Article X shall not adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification.

ARTICLE XI. BUSINESS COMBINATIONS

The Corporation elects not to be governed by Section 203 of the General Corporation Law solely from the date on which shares of the Corporation's capital stock are admitted to trading on the AIM market, operated by the London Stock Exchange, and solely for so long as the Corporation has any shares of its capital stock admitted to trading on AIM (or any successor body or organization).

ARTICLE XII. AMENDMENTS

Section 1. *Amendment by the Corporation.* The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Amended Certificate, in the manner now or hereafter prescribed by law and this Amended Certificate (as it may, from time to time, be amended, altered or changed), and all rights conferred herein are granted subject to this reservation.

Section 2. *Amendment by Stockholders.* Notwithstanding any other provision of this Amended Certificate or the Bylaws and in addition to any affirmative vote of the holders of any particular class of stock of the Corporation required by applicable law, this Amended Certificate or the Bylaws, the affirmative vote of the holders of at least two-thirds of the voting power of the shares of the then outstanding voting stock of the Corporation, voting together as a single class, shall be required to amend, repeal or adopt any provisions of this Amended Certificate inconsistent with the following provisions:

- a. "Blank Check Preferred Stock," Section 3 of Article IV;
- b. "Pre-emptive Rights," Section 6 of Article IV;
- c. "Takeover Provisions," Article V;
- d. "No Stockholder Action by Written Consent," Article VI;
- e. "Annual Meeting of Stockholders," Article VII;
- f. "Board of Directors," Article VIII

- g. "Business Combinations," Article XI;
- h. "Amendment by Stockholders," Section 2 of Article XII; and
- i. "Bylaws," Article XIII.

**ARTICLE XIII.
BYLAWS**


In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly empowered to repeal, alter, amend and rescind any or all of the Bylaws and to adopt new Bylaws, in each case without any action of the stockholders. Any adoption, amendment or repeal of the Bylaws by the Board of Directors shall require the approval of a majority of the entire Board of Directors. The stockholders shall also have power to adopt, amend or repeal the Bylaws; *provided, however*, that, in addition to any vote of the holders of any class or series of stock of the Corporation required by law or by this Amended Certificate, the affirmative vote of the holders of at least two-thirds of the voting power of the then outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to adopt, amend or repeal any provision of the Bylaws.

* * *

THIRD: That the foregoing Amended Certificate was approved by the holders of the requisite number of shares of the Corporation in accordance with Section 228 of the General Corporation Law.

FOURTH: That the foregoing Amended Certificate, which restates and integrates and further amends the provisions of the Corporation's Amended and Restated Certificate of Incorporation, has been duly adopted in accordance with Section 242 and 245 of the General Corporation Law and has not been amended, modified, revoked or rescinded since its adoption to and including the date hereof.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation of Verseon Corporation has been executed by a duly authorized officer of this Corporation.

Name: 

(Print) ADITYO PRAKASH

Title: Chief Executive Officer

Date: May 1, 2015