

CORRECTED CERTIFICATE OF
FOURTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
LUNGLIFE AI, INC.

LungLife AI, Inc., a corporation organized and existing under the laws of the State of Delaware (the "**Corporation**"),

DOES HEREBY CERTIFY:

1. That the name of the Corporation is "LungLife AI, Inc." and that the Corporation was originally incorporated pursuant to the General Corporation Law of the State of Delaware (the "**DGCL**") on December 30, 2009, under the name Cynvenio Biosystems, Inc.

2. That the Corporation filed with the Secretary of State of Delaware an Amended and Restated Certificate of Incorporation on November 3, 2011, a Second Amended and Restated Certificate of Incorporation on June 25, 2012, a Third Amended and Restated Certificate of Incorporation on May 19, 2015, a Certificate of Amendment of Third Amended and Restated Certificate of Incorporation on May 1, 2019, a Certificate of Amendment of Third Amended and Restated Certificate of Incorporation on November 18, 2019, and a Certificate of Amendment of Third Amended and Restated Certificate of Incorporation on July 2, 2021.

This Corrected Certificate of Fourth Amended and Restated Certificate of Incorporation is being filed to correct inaccuracies or defects in the Fourth Amended and Restated Certificate of Incorporation that was previously filed with the Secretary of State of Delaware on July 6, 2021, which inaccuracies or defects are (a) that the section references in the previously-filed document are incorrect and need to be corrected, and (b) that the effective time of the Fourth Amended and Restated Certificate of Incorporation should be 8:59am Eastern Time on July 7, 2021. Those corrections are included in this Corrected Certificate of Fourth Amended and Restated Certificate of Incorporation.

3. That the Board duly adopted resolutions proposing to amend and restate the Third Amended and Restated Certificate of Incorporation of the Corporation, declaring said amendment and restatement to be advisable and in the best interests of the Corporation and its stockholders, and authorizing the appropriate officers of the Corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

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

FIRST: The name the Corporation is LungLife AI, Inc. (the "**Corporation**").

SECOND: The address of the Corporation's registered office in the State of Delaware is 850 New Burton Road, Suite 201, City of Dover, County of Kent, State of Delaware 19904. Cogency Global Inc. is the Corporation's registered agent at that address.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the DGCL.

A. DEFINED TERMS

For purposes of this Fourth Amended and Restated Certificate of Incorporation (the "**Certificate of Incorporation**"), the following capitalized terms shall have the meanings given to such terms set forth below.

"acting in concert" comprise Persons who, pursuant to an agreement, arrangement or understanding (whether formal or informal), co-operate to obtain or consolidate Control of the Corporation or to frustrate the successful outcome of an offer for the Corporation. A Person and each of its affiliated persons will be deemed to be acting in concert all with each other;

"affiliated persons" means any Person who: (a) has a majority of the stockholders' or members' voting rights; (b) is a stockholder or member and at the same time has the right to appoint or remove a majority of the members of its board of directors; (c) is a stockholder or member and alone controls a majority of the stockholders' or members' voting rights pursuant to an agreement entered into with other stockholders or members; or (d) has the power to exercise, or actually exercises, dominant influence or Control. For these purposes, a person's rights as regards voting, appointment or removal shall include the rights of any other affiliated person and those of any Person or entity acting in his own name but on behalf of that Person or of any other affiliated person;

"Admission" means admission of shares of the Common Stock for trading on AIM;

"AIM" means AIM, a market operated by the London Stock Exchange;

"Authorized Exchange" shall have the meaning given to such term in Section D(1)(a);

"Board" means the board of Directors of the Corporation;

"Bylaws" means the Bylaws of the Corporation as from time to time altered;

"Control" means a holding of, or having the power to direct the voting of, securities representing thirty percent (30%) or more of the Voting Rights, irrespective of whether the holding or holdings gives de facto control;

"Depository" means any Person who is a stockholder of record of the Corporation by virtue of his, her or its holding stock of the Corporation as trustee or nominee on behalf of those Persons who beneficially own capital stock of the Corporation and have elected to hold such capital stock in dematerialized form through a depository interest;

"Director" means a director of the Corporation;

"Disclosure Guidance and Transparency Rules" means the Disclosure Guidance and Transparency Rules published by the FCA, as amended from time to time;

"Disclosure Notice" means a notice issued by the Corporation pursuant to Section D(9) requiring the disclosure of beneficial ownership of shares of capital stock of the Corporation;

"Employees' Share Scheme" means an agreement, arrangement, scheme or plan for incentivizing, encouraging or facilitating the holding of options, shares, restricted stock units or debentures or other equity awards in the Corporation by or for the benefit of: (a) bona fide

employees, officers, directors, consultants or former employees, officers, directors or consultants of the Corporation or any subsidiary of the Corporation; or (b) the wives, husbands, widows, widowers, children or step-children under the age of 18 of such employees or former employees;

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;

"FCA" means the Financial Conduct Authority of the United Kingdom;

"London Stock Exchange" means London Stock Exchange plc;

"New Securities" means any shares of capital stock of the Corporation or any other shares or securities convertible into shares of capital stock of the Corporation or any warrants or options to purchase shares or securities convertible into shares of capital stock of the Corporation;

"Person" means an individual, corporation, firm, fund, partnerships (general or limited), associations, limited liability companies, joint ventures, trusts, estates, or other legal entities or organizations;

"Pre-emptive Rights" shall have the meaning given to such term in Section (D)(1)(a);

"Pro Rata Share" means, in relation to a stockholder, that share which is in the same proportion as the number of outstanding shares of the Corporation's capital stock held by such stockholder bears to the total number of outstanding shares of the Corporation's capital stock, in each case as at the date of the Rights Notice;

"Regulations" means the Uncertificated Securities Regulations 2001, as amended or replaced from time to time, and any subordinate legislation or rules made under them for the time being in force;

"Relevant System" means any computer-based system and procedures permitted by the Regulations which enable title to units of a security to be evidenced and transferred without a written instrument and which facilitate supplementary and incidental matters;

"Rights Notice" shall have the meaning given to such term in Section D(1)(b);

"SEC" means the U.S. Securities and Exchange Commission;

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

"Specified Shares" means the shares specified in the Disclosure Notice;

"Takeover Code" means the City Code on Takeover and Mergers as published by the Panel on Takeovers and Mergers, an independent body established by the Government of the United Kingdom;

"Voting Rights" means the right to vote issued and outstanding securities of the Corporation as provided herein and under the DGCL at the relevant time; and

"Whole Board" means the total number of authorized directors on the Board, whether or not there exist any vacancies in previously authorized directorships or newly created directorships.

B. CLASSES OF STOCK

The total number of shares of Common Stock which the Corporation is authorized to issue shall be 50,000,000 shares of Common Stock, par value \$0.0001 per share.

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof, in respect of the Common Stock of the Corporation:

C. COMMON STOCK

1. **VOTING RIGHTS.** Each holder of record of Common Stock shall be entitled to one vote for each share of Common Stock in the name of such holder on the books and records of the Corporation at all meetings of stockholders (and written actions in lieu of meetings) on all matters submitted to a vote of the stockholders generally.

2. **REDEMPTION.** The Common Stock is not redeemable at the option of the holder thereof.

3. **DIVIDENDS.** The holders of outstanding shares of Common Stock shall be entitled to receive dividends, if any, out of any assets or funds of the Corporation legally available therefor, in the amounts and when, as, and if declared by the Board.

4. **LIQUIDATION, DISSOLUTION OR WINDING UP.** In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the net assets of the Corporation legally available for distribution to the stockholders shall be distributed pro rata to the holders of the Common Stock.

D. GENERAL PROVISIONS

1. **PRE-EMPTIVE RIGHTS.** Subject to the DGCL and the terms of any resolution creating new shares of capital stock of the Corporation:

(a) **Pre-emptive Rights.** So long as the Common Stock is admitted to trading on AIM or the main market of the London Stock Exchange or, in each case, any successor body or organization (an "**Authorized Exchange**"), unless otherwise determined by holders of at least seventy-five percent (75%) of the voting power of all of the then-outstanding shares of capital stock of the Corporation, the Corporation shall not issue any New Securities unless it shall first have made an offer to each stockholder (unless waived by such stockholder) to sell to such stockholder on substantially the same or more favorable terms a proportion of those New Securities which is nearly as practical equal to the such stockholder's Pro Rata Share, but subject to such exclusions or other arrangements as the Board may deem necessary, appropriate or expedient in their exclusive discretion to deal with fractional share entitlements, rounding of shares or legal restrictions under the laws of, or the requirements of, any regulatory authority or stock exchange or otherwise in any jurisdiction ("**Pre-Emptive Rights**"); provided, however, that notwithstanding anything herein, the foregoing Pre-emptive Rights shall not apply with respect to:

(i) the authorization and/or issuance for cash of New Securities, provided that the nominal amount of such shares or the shares into which such New Securities may be converted, during any twelve (12) month period, does not exceed, in the aggregate, ten percent (10%) of the outstanding shares of Common Stock as of the first day of such twelve (12) month period;

(ii) the placing and/or sale for cash of any shares of Common Stock in connection with the Admission, on terms and conditions acceptable to the Board in its sole discretion;

(iii) options, restricted stock units, shares or other equity awards previously, or to be, granted to employees, officers, directors, consultants, contractors or advisors of the Corporation and/or its subsidiaries under, and the issuance of shares pursuant to, such securities or benefits granted under any stock option or incentive plan or agreement heretofore or hereafter adopted by the Corporation, including, without limitation, any of the foregoing granted or to be granted under any Employees' Share Scheme;

(iv) shares issued upon the exercise of any outstanding warrants or options, or upon the conversion of any convertible promissory notes or debt, in each case that were outstanding before or as of the date of Admission;

(v) shares issued, whether upon exercise of any warrants, options or otherwise, in connection with business transactions of the Corporation (including, without limitation, to lessors, financial institutions, vendors, landlords, and research and development joint venture, channel or strategic partners); or

(vi) shares issued for or in connection with the purchase or acquisition of the stock, business or assets of one or more other Persons, or in connection with a merger or consolidation of the Corporation with or into one or more other Persons or any similar business combination or acquisition.

(b) **Rights Notice Procedure.** If the Corporation proposes to issue New Securities, it shall give each stockholder of the Corporation written notice (the "**Rights Notice**") of its intention, which notice shall describe the New Securities, the proposed price per share of the offer of such New Securities, the general terms upon which the Corporation proposes to allot the New Securities, the number of shares that the stockholder has the right to purchase, and a statement that each stockholder shall have not less than twenty one (21) days from delivery of the Rights Notice to agree to purchase all or any part of his, her or its Pro Rata Share of such New Securities for the price and upon the general terms specified in the Rights Notice; provided that such stockholder can waive in writing the obligation of the Corporation to provide a Rights Notice or participate in such offer of New Securities, including with respect to any future offering of New Securities provided such waiver complies with applicable law and rules of the AIM or the main market London Stock Exchange. A stockholder may elect to purchase all or any part of his, her or its Pro Rata Share of New Securities by giving written notice to the Corporation prior to the expiration of the period contained in the applicable Rights Notice, which sets forth the quantity of New Securities to be purchased by the stockholder. If a stockholder fails to timely exercise its Pre-emptive Right within the period specified in the Rights Notice for all or any portion of its Pro Rata Share of such New Securities, the Corporation shall have one hundred and twenty (120) days after expiration of the period contained in the applicable Rights Notice to sell such unsold New Securities at a price and upon general terms no more favorable, in all material respects, to the purchasers than specified in the

Rights Notice. If the Corporation has not sold the New Securities within that period, the Corporation shall not thereafter issue or sell any New Securities without first offering such securities to the stockholders of the Corporation in the manner provided above.

2. **ALTERATION OF CAPITAL.**

The Board may by resolution authorize the Corporation to sub-divide its shares or any of them. Subject to any direction by the Corporation in meetings of stockholders, whenever as the result of any consolidation or sub-division of shares, any stockholders of the Corporation are entitled to fractions of a share, the Directors may, subject to the DGCL, deal with such fractions as they think fit and in particular (but without prejudice to the foregoing) may sell the shares representing the fractions to any person (including, subject to any applicable laws, the Corporation) for the best price reasonably obtainable and distribute the net proceeds of sale to and among the stockholders entitled to such shares in due proportions. For the purpose of giving effect to any such sale, the Directors may nominate some person to execute a transfer or deliver the shares sold to or in accordance with the directions of the purchaser and may cause the name of the purchaser or such person as he may direct to be entered in the record of stockholders as the holder of the shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

3. **DEPOSITARY INTERESTS.** The Board shall, subject any applicable laws and regulations, the facilities and requirements of any relevant system concerned, and this Certificate of Incorporation and the Bylaws, have power to implement and/or approve any arrangements it may, in its sole and absolute discretion, determine to be advisable in relation to (without limitation) the evidencing of title to and transfer of interest in shares of the capital stock of the Corporation in the form of depositary interests or similar interests, instruments, or securities. The Board may from time to time take such actions and do such things as it may, in its sole and absolute discretion, determine to be advisable in relation to the operation of any such arrangements.

4. **MANDATORY TAKEOVER OFFER.**

(a) **Offer Requirements.** Subject to the DGCL, the Securities Act, the Exchange Act (if the Corporation has a class of equity securities registered under the Exchange Act), and any applicable SEC rules and regulations, from the date of Admission (the "**Admission Date**") and for so long as the Corporation has any shares admitted to trading on an Authorized Exchange when:

(i) 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 owned, held or acquired by Persons acting in concert with such Person) represents at the time of, and including such acquisition, thirty percent (30%) or more of the Voting Rights; or

(ii) 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 as an "**Offeror**") shall extend an offer to purchase all issued and outstanding shares of the Corporation's capital stock, in accordance with this Section D(4) (an "**Offer**"), to the holders of all issued and outstanding capital stock of the Corporation; provided, however, that the obligation to make an Offer pursuant to this Section D(4) shall not apply to (i) any Person(s) in relation to whom the obligation to make an Offer pursuant to this Section D(4) would not have arisen but for the exercise by any such Person of an entitlement or right to acquire shares of capital stock of the Corporation pursuant to an option or warrant granted to such Person by the Corporation prior to the Admission Date or pursuant to an option or warrant granted to such Person by the Corporation after the Admission Date pursuant to a pre-existing contractual commitment of the Corporation to issue such warrant or option existing prior to the Admission Date, or (ii) in the case of a natural stockholder, if such stockholder dies, the survivors or survivor (where he was a joint holder), his personal representative and any person registered as holder of stock pursuant to its transmission to that person by operation of the law. Such Offer must be conditional only upon the Offeror having received acceptances in respect of shares of capital stock of the Corporation that, together with all of the shares of capital stock of the Corporation beneficially owned by such Offeror or any Person acting in concert with it, will result in the Offeror and any Person acting in concert with it beneficially owning shares of capital stock of the Corporation representing more than fifty percent (50%) of the Voting Rights; provided, however, that an offer must be unconditional if the Offeror (and any person acting in concert with it) holds securities of the Corporation carrying more than fifty percent (50%) of the Voting Rights before the Offer is made. No acquisition of securities which would give rise to the obligation to make an Offer under this Section D(4) may be made if the making or implementation of such Offer would or might be dependent on the approval or passing of a resolution at any meeting of the stockholders or beneficial owners of the Offeror or upon any other condition, consent or arrangement.

For purposes of this Section D(4), the grant of an option to acquire existing issued shares of capital stock of the Corporation will be deemed to constitute the acquisition by the grantee of the option of securities giving rise to the obligation to make an Offer under this Section D(4) where the relationship and arrangements between the parties concerned is such that effective Control of the shares of capital stock of the Corporation has passed to the grantee of the option.

(b) **Form of Offer.** An Offer must be made in writing and publicly disclosed, must be open for acceptance for a period of not less than twenty-one (21) days and, if the Offer is made conditional as to acceptances and becomes or is declared unconditional as to acceptances, must remain open for not less than fourteen (14) days after the date on which it would otherwise have expired (the "**Offer Period**"). An Offer must, in respect of each class or series of capital stock of the Corporation, be in cash or be accompanied by a cash alternative at a value not less than the highest price (as computed in accordance with Section D(4)(c)) paid by the Offeror for shares of that class or series during the Offer Period and within twelve (12) months prior to its commencement (the "**Highest Price**"). The Highest Price shall be determined by the Board or any advisor retained by the Board for such purpose; provided, however, that the Board or any advisor retained by the Board shall adhere to the guidelines set forth in Section D(4)(c).

(c) **Calculation of Highest Price.**

(i) **Non-Cash Consideration.** When capital stock of the Corporation has been acquired for consideration other than cash in a transaction giving rise to

an obligation to make an Offer under this Section D(4), 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 independent valuation.

(ii) **Stamp Duty and Broker's Commission.** In calculating the Highest Price, stamp duty and broker's commission, if any, shall be excluded.

(iii) **Listed Securities.** If capital stock of the Corporation has been acquired in exchange for listed securities in a transaction giving rise to an obligation to make an Offer under this Section D(4), the Highest Price will be established by reference to the middle market price of such listed securities on the applicable market on the date of such acquisition.

(iv) **Conversion, Warrants, Options or Other Subscription Rights.** If capital stock of the Corporation is admitted to trading on AIM and has been acquired by the conversion or exercise (as applicable) of convertible securities, warrants, options or other subscription rights, the Highest Price shall be established by reference to the middle market price of such capital stock on the London Stock Exchange at the close of business on the day on which the relevant exercise or conversion notice was submitted, provided that, if 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 capital stock of the Corporation at a price equal to the sum of the purchase price of such convertible securities, warrants, options or other subscription rights plus the relevant conversion or exercise price paid (or, if such convertible securities, warrants, options or other subscription rights have not yet been converted or exercised, the maximum conversion or exercise price payable under the relevant conversion or exercise terms).

(d) **Sales by Directors.** In the event that any director 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 this Section D(4), such director must use reasonable commercial efforts to ensure that, as a condition of the sale, the purchaser undertakes to fulfill its obligations under this Section D(4), provided that doing so would not be inconsistent with such director's fiduciary duties to the Corporation and its stockholders. In addition, unless inconsistent with a director's fiduciary duties to the Corporation and its stockholders, such director shall not resign from the Board until the first closing date of the Offer or the date when the Offer becomes or is declared wholly unconditional, whichever is later.

(e) **Public Disclosure.** No Offeror or nominee of an Offeror may be appointed to the Board, nor may an Offeror exercise the Voting Rights represented by the securities of the Corporation held by such Offeror, until public disclosure of the Offer has been made.

5. **DISCLOSURE OF DEALINGS AND POSITIONS.** Subject to the DGCL, the Securities Act, the Exchange Act (if the Corporation has a class of equity securities registered under the Exchange Act), and any applicable SEC rules and regulations, from the Admission Date and for so long as the Corporation has any shares admitted to trading on an Authorized Exchange, without limitation to the requirements of this Certificate of Incorporation and the Bylaws, at all times when the Corporation is in an Offer Period, each stockholder shall comply with the disclosure obligations set out in Rule 8 of the Takeover

Code as if the Takeover Code applied to the Corporation. The Company shall be entitled, without the requirement to obtain the consent of a stockholder, to make all such announcements as would be required or permitted under Rule 8 of the Takeover Code (if the Takeover Code applied to the Company), notwithstanding that such announcements may make reference to, or contain information about, stockholders or persons acting in concert with stockholders.

6. STOCKHOLDER WAIVER AND CONSEQUENCES OF NON-COMPLIANCE.

(a) **Stockholder Waiver of Offer Obligation.** The obligation to make an offer specified under Section D(4) may be waived in the circumstances and with the relevant consent described below:

(i) the obligation may be waived in any circumstance with the consent of the holders of more than fifty percent (50%) 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);

(ii) if an issuance or 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 D(4), 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

(iii) if an underwriter incurs an obligation under Section D(4) of the Corporation, 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 underwriter(s) nor affiliated or acting in concert with such underwriter(s).

(b) **Consequences of Noncompliance.** If an Offeror shall fail to comply with Section D(4) 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 may (subject to any other approvals or authorizations that may be required):

(i) require such Person(s) to provide such information as the Board considers appropriate;

(ii) direct that the Offeror shall not be entitled to exercise any Voting Rights; and/or

(iii) 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 (ii) and (iii) of this Section D(6) may be waived at the discretion of the Board and shall be waived when (i) the shares subject to such restrictions are proved to the reasonable satisfaction of the Board 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 shares of the Corporation on terms which do not

differentiate between such holders; or (iii) the provisions of Section D(6) relating to the Offer or, as the case may be, the Offeror's obligations under the Offer, have been complied with in full.

7. INTERPRETATION AND APPLICABILITY.

(a) **Interpretation.** In relation to Sections D(4), D(5) and D(6) of this Certificate of Incorporation, any matter which under the Takeover Code would fall to be determined by the Panel on Takeovers and Mergers shall be determined by the Board. Any notice which under the Takeover Code is required to be given to the Panel on Takeovers and Mergers shall be given to the Corporation at its registered office. To the fullest extent permitted by law and subject to the rights of the stockholder set forth herein, the Board shall have the exclusive power and authority to administer and interpret the provisions of Sections D(4), D(5) and D(6) of this Certificate of Incorporation and to exercise all rights and powers specifically granted to the Board or the Corporation or as may be necessary or advisable in the administration of Sections D(4), D(5) and D(6) of this Certificate of Incorporation, and all such actions, calculations, determinations and interpretations which are done or made by the Board in good faith shall be final, conclusive and binding on the Corporation and the beneficial and record owners of the capital stock of the Corporation.

(b) **Applicability.** The provisions of Sections D(4), D(5) and D(6) of this Certificate of Incorporation shall apply to the Corporation unless the Panel on Takeovers and Mergers has advised the Corporation that the Corporation is subject to the Takeover Code.

8. DISCLOSURE OF VOTING RIGHTS.

(a) Without prejudice to and in addition to any obligation to disclose under the Disclosure Guidance and Transparency Rules, a Person must notify the Corporation of the percentage of all the Voting Rights held by such Person if the percentage of Voting Rights which such Person holds directly or indirectly as a stockholder or through such holder's direct or indirect holding of financial instruments as set out in the Disclosure Guidance and Transparency Rules (or a combination of such holdings):

(i) reaches, exceeds or falls below 3%, 4%, 5%, 6%, 7%, 8%, 9%, 10% and each 1% threshold thereafter up to 100%; or

(ii) reaches, exceeds or falls below an applicable threshold in this Section D(8)(a) as a result of events changing the breakdown of Voting Rights and on the basis of information disclosed by the Corporation in accordance with the requirements of the Disclosure Guidance and Transparency Rules (or in accordance with requirements which are treated as equivalent to those set out in the Disclosure Guidance and Transparency Rules).

(b) Without prejudice to and in addition to any obligation to disclose under the Disclosure Guidance and Transparency Rules, the notification to the Corporation shall be effected as soon as possible, but in any event no later than two (2) trading days after the date on which the relevant Person:

(i) learns of the acquisition or disposal or of the possibility of exercising Voting Rights, or on which, having regard to the circumstances, should have learned of it, regardless of the date on which the acquisition, disposal or possibility of exercising Voting Rights takes effect; or

(ii) is informed about the event mentioned Section D(8)(a)(ii) above.

(c) A notification must be made to the Corporation using the form TR1 available in electronic format at the website of the Financial Conduct Authority of the United Kingdom, available at <http://www.fca.org.uk>.

9. DISCLOSURE OF INTERESTS.

(a) **Generally.** For the purposes of this Section D(9):

(i) A Person who is interested in a right to subscribe for, or convert into, shares of the Corporation shall be deemed to be interested in shares and references to interests in shares shall include any interest whatsoever in such shares, including, without limitation, (a) a right to control, directly or indirectly, the exercise of any right conferred by the holding of shares alone or in conjunction with any Person and the interest of any Person shall be deemed to include the interest of any other Person deemed to be so acting in concert; (b) the interest of a beneficiary of a trust of property where such interest in shares is comprised in the property; and (c) Persons having a joint interest are taken each of them to have that interest.

(ii) A Person is taken to have an interest in shares of the Corporation if (a) he, she or it enters into a contract for their purchase by him, her or it (whether for cash or other consideration); (b) not being the registered holder, he, she or it is entitled to exercise any right conferred by the holding of the shares or is entitled to control the exercise of any such right; (c) if otherwise than by virtue of having an interest under a trust, he, she or it has a right to call for delivery of the shares to himself, herself or itself or to his, her or its order, whether the right or obligation is conditional or absolute; or (d) if otherwise than by virtue of having an interest under a trust, he, she or it has a right to acquire an interest in shares or is under an obligation to take an interest in shares, whether the right or obligation is conditional or absolute.

(iii) A Person shall be treated as appearing to be interested in shares of the Corporation if (a) the Person has been named in a Disclosure Notice as being interested; (b) in response to a Disclosure Notice, the Person holding the Specified Shares or another Person appearing to be interested in them has failed to establish the identities of those who are interested and (taking into account the response and other relevant information) the Corporation has reasonable cause to believe that the Person in question is or may be interested in such shares; or (c) the Person holding the Specified Shares is a Depositary and the Person in question has notified the Depositary that he, she or it is so interested.

(b) **Disclosure Notices.**

(i) The Board may serve a Disclosure Notice in writing on any Person whom the Board knows or has reasonable cause to believe to be interested in shares of the Corporation, requiring such Person to indicate whether or not it is the case and, where such Person holds any interest in any such shares, to give such further information as may be required by the Board.

(ii) Any Disclosure Notice may require the Person to whom it is addressed to give particulars of his, her or its own present interest in shares of the Corporation.

(iii) A notice under this Section D(9) shall require any information given in response to the Disclosure Notice to be given in writing within such reasonable time as may be specified in the Disclosure Notice (subject to Section D(9)(e) and Section D(9)(g)).

(iv) A notice which has taken effect under this Section D(9)(b) shall remain in effect in accordance with its terms following a transfer of the shares of the Corporation to which it relates unless and until the Board determines otherwise and notifies the stockholder accordingly.

(c) **Failure to Timely Respond.** Notwithstanding anything in this Section D(9) to the contrary, if:

(i) a Disclosure Notice has been served on a Person appearing to be interested in Specified Shares; and

(ii) the Corporation has not received the information required in respect of the Specified Shares within a period of fourteen (14) days (subject to Section D(9)(e)) after the service of the Disclosure Notice,

then the Board may determine that the stockholder holding or who is interested in Specified Shares is subject to the Restrictions in respect of such shares. The Corporation shall, as soon as practicable after the determination, give notice to the relevant Person stating that, until such time as the Board determines otherwise under Section D(9)(g), the Specified Shares shall be subject to the Restrictions stated in the notice.

(d) **Restrictions.**

(i) Subject to Section D(9)(d)(ii), Section D(9)(e) and Section D(9)(g), the restrictions which the Board determines applicable to Specified Shares shall be one or more (as determined by the Board) of the following: (a) the Person holding the Specified Shares shall not be entitled, in respect of the Specified Shares, to be present or to vote (either personally or by proxy or otherwise) at an annual or special meeting or at a separate meeting of the holders of a class or series of shares of the Corporation, or to exercise any other right in relation to an annual or special meeting or a separate class meeting; and (b) no dividend or other sums which would otherwise be payable on or in respect of the Specified Shares shall be paid to the Person holding the Specified Shares and, in circumstances where an offer of the right to elect to receive shares instead of cash in respect of a dividend is or has been made, an election made in respect of the Specified Shares shall not be effective.

(ii) The Board may determine that one or more restrictions imposed on Specified Shares shall cease to apply at any time, provided, however, that the Board has given notice to the holder of the Specified Shares within seven (7) days of the cessation of such restrictions and has identified the date upon which the restrictions ceased to apply. If the Corporation receives the information required in the relevant Disclosure Notice, the Board shall, within seven (7) days of receipt, determine that all restrictions imposed on the Specified Shares shall cease to apply and shall give notice to the holder of the Specified Shares within seven (7) days of the cessation of all such restrictions and shall identify the date upon which the restrictions ceased to apply. In addition, the Board shall determine that all restrictions imposed on the Specified Shares shall cease to apply if the Corporation receives an executed and, if necessary, duly stamped instrument of transfer in respect of the Specified Shares, which

would otherwise be given effect to (a) if the transfer is made pursuant to a sale of the Specified Shares on AIM; (b) if the transfer is by way of an acceptance of an offer to acquire all the shares in the Corporation or all the shares in the Corporation of any class or series or classes or series (other than shares which at the date of the Offer are already held by the Offeror), being an offer on terms which are the same in relation to all the shares to which the offer relates or, where such shares include shares of different classes, in relation to all the shares of each class; or (c) if the transfer is made pursuant to a sale which is shown to the satisfaction of the Board to be a bona fide sale of the whole of the beneficial interest in the Specified Shares to a Person who is unconnected with the transferor or with any other Person appearing to be interested in the shares.

(iii) Where dividends or other sums payable on Specified Shares are not paid as a result of restrictions having been imposed, the dividends or other sums shall accrue and be payable (without interest) on the relevant restrictions ceasing to apply.

(iv) If the Board makes a determination under Section D(9)(d)(ii), it shall notify the purported transferee as soon as practicable, and any Person may make representations in writing to the Board concerning the determination. Neither the Corporation nor the Board shall in any event be liable to any Person as a result of the Board having imposed restrictions, or failed to determine that restrictions shall cease to apply, if the Board has acted in good faith.

(e) **Exceptions.** Where the Specified Shares represent less than one-quarter of one percent (0.25%) of the issued and outstanding shares of the Corporation or shares of the same class as the Specified Shares in issue at the date of issue of the relevant Disclosure Notice, then:

(i) the period of fourteen (14) days referred to in Section D(9)(c) is to be treated as a reference to a period of twenty-eight (28) days; and

(ii) any determination made by the Board under Section D(9)(d)(ii) may only impose the restrictions referred to in Section D(9)(d)(i).

(f) **Shares Issued in respect of Specified Shares.** Shares issued in respect of Specified Shares that are at the relevant time subject to particular restrictions shall, on issue, become subject to the same restrictions as the relevant Specified Shares. For this purpose, shares which the Corporation procures to be offered to stockholders pro rata (or pro rata ignoring fractional entitlements and shares not offered to certain stockholders by reason of legal restrictions associated with offering shares outside the United Kingdom) shall be treated as shares issued in respect of Specified Shares.

(g) **Suspension of restrictions.** The Board may, in its sole and absolute discretion, suspend, in whole or in part, the imposition of a restriction, either permanently or for a given period, and may pay a dividend or other sums payable in respect of the Specified Shares to a trustee, specifying the restrictions suspended and the period of suspension, shall be given by the Corporation to the relevant stockholder as soon as practicable.

(h) **Obligations of Depositary.** Where a Disclosure Notice is served on a Depositary, the obligations of the Depositary shall be limited to disclosing information recorded by it relating to a Person appearing to be interested in the shares held by it.

10. AMENDMENT OF BYLAWS.

The Board shall have the power to adopt, amend or repeal the Bylaws. Any adoption, amendment or repeal of the Bylaws by the Board shall require the approval of a majority of the Whole Board. 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 Certificate of Incorporation, the affirmative vote of the holders of at least two-thirds of the voting power of all 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.

11. MATTERS RELATING TO THE BOARD.

(a) **Director Powers.** The conduct of the business and affairs of the Corporation shall be managed by or under the direction of the Board. In addition to the powers and authority expressly conferred upon them by statute or by this Certificate of Incorporation or the Bylaws, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation.

(b) **Number of Directors.** The authorized number of directors shall be as set out in the Bylaws.

(c) **Annual Retirement and Election.** Each director shall retire and (except to the extent that any director's terms of appointment with the Corporation specify otherwise) is eligible for election or re-election at each annual meeting of the stockholders.

(d) **Term and Removal.** Each director shall hold office until such director's successor is duly elected and qualified, or until such director's earlier death, resignation or removal. Any director may resign at any time upon notice to the Corporation given in writing or by any electronic transmission permitted in the Bylaws. The stockholders may, by the affirmative vote of the holders of at least a majority of the voting power of all of the then-outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, remove any director from office with or without cause. No decrease in the authorized number of directors constituting the Board shall shorten the term of any incumbent director.

(e) **Board Vacancies.** Any vacancy occurring in the Board for any cause, and any newly created directorship resulting from any increase in the authorized number of directors, shall be filled only by the affirmative vote of a majority of the directors then in office, although less than a quorum, or by the sole remaining director, and not by the stockholders. Any director elected in accordance with the preceding sentence shall hold office for a term expiring at the annual meeting of stockholders at which the term of office to which the director has been assigned expires and until such director's successor shall have been duly elected and qualified, or until such director's earlier death, resignation or removal.

(f) **Vote by Ballot.** Election of directors need not be by written ballot unless the Bylaws shall so provide.

12. **DIRECTOR LIABILITY.**

(a) **Limitation of Liability.** To the fullest extent permitted by law, no director of the Corporation shall be personally liable for monetary damages for breach of fiduciary duty as a director. Without limiting the effect of the preceding sentence, if the DGCL is hereafter amended to authorize the further elimination or limitation of the liability of a director, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. 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 DGCL 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 DGCL.

(b) **Change in Rights.** Neither any amendment nor repeal of this Section D(12), nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Section D(12), shall eliminate, reduce or otherwise adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such amendment, repeal or adoption of such an inconsistent provision.

13. **MATTERS RELATING TO THE STOCKHOLDERS.**

(a) **Special Meeting of Stockholders.** Special meetings of the stockholders of the Corporation may be called only by the Chairperson of the Board, the Chief Executive Officer, the President, or the Board acting pursuant to a resolution adopted by a majority of the Whole Board.

(b) **Advance Notice of Stockholder Nominations and Business Transacted at Special Meetings.** Advance notice of stockholder nominations for the election of directors of the Corporation and of business to be brought by stockholders before any meeting of stockholders of the Corporation shall be given in the manner provided in the Bylaws. Business transacted at special meetings of stockholders shall be confined to the purpose or purposes stated in the notice of meeting.

14. **CHOICE OF FORUM.**

(a) Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware, United States of America, shall be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation; (b) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders; (c) any action asserting a claim against the Corporation arising pursuant to any provision of the DGCL, this Certificate of Incorporation or the Bylaws; (d) any action to interpret, apply, enforce or determine the validity of this Certificate of Incorporation or the Bylaws; or (e) any action asserting a claim against the Corporation governed by the internal affairs doctrine.

(b) Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the

exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act, or the rules of the AIM or the London Stock Exchange.

(c) Any person or entity holding, purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Section D(14).

15. AMENDMENT OF CERTIFICATE OF INCORPORATION.

(a) If any provision of this Certificate of Incorporation becomes or is declared on any ground by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Certificate of Incorporation. The balance of this Certificate of Incorporation shall be enforceable in accordance with its terms.

(b) The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the DGCL and all rights conferred upon stockholders are granted subject to this reservation; provided, however, that, notwithstanding any other provision of this Certificate of Incorporation or any provision of law that might otherwise permit a lesser vote or no vote, but in addition to any vote of the holders of any class or series of the stock of the Corporation required by law or by this Certificate of Incorporation, the affirmative vote of the holders of at least two-thirds of the voting power of all 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 amend or repeal any provision of this Certificate of Incorporation; provided, further, that if two-thirds of the Whole Board has approved such amendment or repeal of any provisions of this Certificate of Incorporation, then only the affirmative vote of the holders of at least a majority of the voting power of all of the then-outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend or repeal such provisions of this Certificate of Incorporation.

16. GENERAL PROVISIONS.

(a) **Section 203 Waiver.** The Corporation elects not to be governed by Section 203 of the DGCL.

(b) **California Corporations Code Section 500.** For purposes of Section 500 of the California Corporations Code (to the extent applicable), in connection with any repurchase of shares of Common Stock permitted under this Certificate of Incorporation from employees, officers, directors or consultants of the Corporation in connection with a termination of employment or services pursuant to agreements or arrangements approved by the Board (in addition to any other consent required under this Certificate of Incorporation), such repurchase may be made without regard to any "preferential dividends arrears amount" or "preferential rights amount" (as those terms are defined in Section 500 of the California Corporations Code). Accordingly, for purposes of making any calculation under California Corporations Code Section 500 in connection with such repurchase, the amount of any "preferential dividends arrears amount" or "preferential rights amount" (as those terms are defined therein) shall be deemed to be zero (0).

* * *

4. That the foregoing amendment and restatement was approved by the holders of the requisite number of shares of the Corporation acting in accordance with Section 228 of the DGCL.

5. That this Fourth Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of this Corporation's Third Amended and Restated Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the DGCL.

6. That this Fourth Amended and Restated Certificate of Incorporation shall be effective as of 8:59am Eastern Time on July 7, 2021.

[Signature appears on the following page.]

IN WITNESS WHEREOF, this Fourth Amended and Restated Certificate of Incorporation has been subscribed this 6th day of July 2021, executed by a duly authorized officer of this Corporation who affirms that the statements made herein are true and correct.

By: _____
Paul Pagano, Chief Executive Officer