

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
TYRATECH, INC.**

TyraTech, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "DGCL") DOES HEREBY CERTIFY:

ARTICLE I: The name of the Corporation is **TyraTech, Inc.** (the "Corporation").

ARTICLE II: The registered office of the Corporation is to be located at 1209 Orange Street, in the City of Wilmington, in the County of New Castle, in the State of Delaware. The name of its registered agent at that address is The Corporation Trust Company.

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

ARTICLE IV: The total number of shares of capital stock which the Corporation is authorized to issue is 100,000,000 shares of common stock, \$0.001 par value per share.

ARTICLE V: The name and mailing address of the incorporator is as follows:

<u>Name</u>	<u>Address</u>
Jennifer Earney	c/o Morgan, Lewis & Bockius LLP 1701 Market Street Philadelphia, PA 19103

ARTICLE VI: Unless and except to the extent that the bylaws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

ARTICLE VII: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors of the Corporation is expressly authorized to make, alter and repeal the bylaws of the Corporation, subject to the power of the stockholders of the Corporation to alter or repeal any bylaw whether adopted by them or otherwise.

ARTICLE VIII: Following the effective date of the listing of the capital stock of the Corporation on AIM (as defined in Article X below) (the "Initial Public Offering"), no action shall be taken by the stockholders of the Corporation except at an annual or special meeting of stockholders called in accordance with the Corporation's bylaws or otherwise by written consent of the stockholders.

ARTICLE IX: A director of the Corporation shall not be liable to the Corporation or the Corporation's stockholders for monetary damages for a breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or may hereafter be amended. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

ARTICLE X: From the date of an Initial Public Offering, subject to Section 17 of this Article X, for so long as the Corporation has any shares of its capital stock listed on AIM (or any successor to it), the following provisions shall be in effect:

1. In Sections 1 to 17 of this Article X and Section 1 to 6 of Article XIV, the following words and expressions have the meanings set forth below:

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

"AIM Rules" means the rules for corporations whose securities are admitted to trading on AIM and their nominated advisers issued by the London Stock Exchange in relation to AIM traded securities;

"Acting in Concert" means actively co-operating, pursuant to an agreement or understanding (whether formal or informal), through the acquisition of securities of the Corporation, to obtain or consolidate Control of the Corporation or to frustrate the successful outcome of an Offer of the Corporation;

"Affiliate" means, in respect of a Director, the Director's spouse, siblings, and lineal ascendants or descendants (collectively, a **"Relative"**), or the spouse of a Relative of the Director or of the Director's spouse.

"Beneficial Ownership" means, with respect to a security, sole or shared voting power (which includes the power to vote, or to direct the voting of, such security) and/or investment power (which includes the power to dispose, or to direct the disposition of, such security), whether direct or indirect, and whether through any contract, arrangement, understanding, relationship, or otherwise;

"Control" means a holding or aggregate holdings of securities representing thirty percent (30%) or more of the Voting Rights of the Corporation, irrespective of whether the holding or holdings gives *de facto* control;

"Court Scheme" means any scheme of arrangement, court sanctioned procedure, or similar transaction or proceeding with respect to the consummation of a takeover, consolidation, or merger transaction;

"Exchange Act" means the Securities Exchange Act of 1934, as amended;

"London Stock Exchange" means London Stock Exchange plc;

"Offer" means a written offer made in accordance with Sections 2 and 4 through 8 of this Article X and may, subject to Sections 2 and 4 through 8, include an offer to consummate a takeover, merger or consolidation transaction, however effected, including a reverse takeover, partial offer, tender offer, Court Scheme or offer by a parent company for stock in its subsidiary;

“Offeror” has the meaning given to it in Section 2 of this Article X and includes Persons wherever organized or resident;

“Offer Period” means the period from the time when an announcement is made of a proposed or possible Offer (with or without terms) until the first closing date or, if later, the date when the Offer becomes or is declared unconditional as to acceptances or lapses. An announcement that a holding, or aggregate holdings, of stock carrying thirty percent (30%) or more of the of the Voting Rights of the Corporation is for sale or that the Board of Directors is seeking potential offers to acquire Control of the Corporation will be treated as the announcement of a possible Offer for purposes of determining the applicable Offer Period;

“Person” means any individual, firm, partnership, limited liability company, association, corporation or other entity;

“Public Disclosure” means disclosure in a press release reported by the Dow Jones News Service, Associated Press, Reuters, Bloomberg, or any comparable national or international news service or in a document filed by the Corporation with AIM or an applicable UK Regulatory Information Service (if the Corporation’s shares are listed on AIM at such time), or the Securities and Exchange Commission pursuant to the Exchange Act (if the Corporation is then a U.S. Reporting Company), or furnished to all stockholders;

“U.S. Reporting Company” means a Person with class of equity securities registered under the Exchange Act; and

“Voting Rights” means the votes represented by the issued and outstanding securities of the Corporation that give their holders the right to vote at meetings of stockholders.

2. A Person and, if applicable, each Person Acting in Concert with such Person (collectively the “Offeror”) shall extend an Offer, on the basis set out in Sections 4 through 8 of this Article X to the holders of all issued and outstanding capital stock of the Corporation, whether voting or non-voting, if:

- (a) such Person acquires, in a single transaction or in any series of transactions, 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) such Person, together with Persons Acting in Concert with such Person, holds not less than thirty percent (30%) but not more than fifty percent (50%) of the Voting Rights and acquires, together with Persons Acting in Concert with such Person, in any period of twelve (12) consecutive months, additional securities representing more than one percent (1%) of the Voting Rights.

Where such Offer involves more than one class of capital stock, such Offer for each class of capital stock must be reasonably similar to the Offer for every other class of capital stock, but may take into account the different economic, voting and other rights available to each such class of capital stock.

3. For purposes of Section 2 of this Article X, convertible securities, warrants, and options shall be treated as follows:

- (a) except as provided below in Section 3(b), the acquisition of convertible securities, warrants or options will not give rise to an obligation to make an Offer under Section 2 of this Article X;
 - (b) 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 X where the relationship and arrangements between the parties concerned is such that effective Control of the Corporation has passed to the taker of the option. 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; and
 - (c) other than any exercise of options which were granted pursuant to a stock option or equity compensation plan approved by the Board of Directors prior to the shares of capital stock of the Corporation being admitted to trading on AIM, the exercise of any conversion or subscription rights or options will be considered to be an acquisition of securities for the purposes of Section 2 of this Article X
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.
5. In respect of any Offer(s) made under Section 2 of this Article X:
- (a) such Offer(s) must be conditional only upon the Offeror having received acceptances in respect of securities that, together with securities acquired or agreed to be acquired before or during the Offer, will result in the Offeror holding securities representing more than fifty percent (50%) of the Voting Rights; and
 - (b) no acquisition of securities that would give rise to the obligation to make an Offer under Section 2 of this Article X 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 stockholders of the Offeror or upon any other condition, consent, or arrangement.
6. An Offer must be unconditional if the Offeror holds securities representing more than fifty percent (50%) of the Voting Rights before the Offer is made.
7. An Offer must, in respect of each class of capital stock, be in cash (or be accompanied by a cash alternative) at not less than the highest price paid by the Offeror for capital stock of that class during the Offer Period and within the twelve-month period prior to commencement of the Offer Period. The cash offer or the cash alternative must remain open after the Offer has become or is declared unconditional as to acceptances for not less than fourteen (14) days after the date on which it would otherwise have expired. 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.

8. When capital stock of the Corporation has been acquired by an Offeror for consideration other than cash, 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.

9. In calculating the price paid for capital stock of the Corporation acquired by an Offeror, stamp duty and broker's commission, if any, shall be excluded.

10. If capital stock of the Corporation has been acquired by an Offeror in exchange for listed securities, the price paid for such capital stock will be established by reference to the closing price of the listed securities on the applicable market on the date of acquisition of the listed securities.

11. If the capital stock of the Corporation has been acquired by an Offeror as a result of the conversion or exercise (as applicable) of convertible securities, warrants, options, or other subscription rights, the price paid for such common stock will normally be established by reference to the middle market price of such capital stock 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 by the Offeror during the Offer Period or within the twelve-month period prior to commencement of the Offer Period, they will be treated as if they were purchases of the underlying capital stock 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).

12. In the event that any Director of the Corporation (or any such Director's Affiliates) sells stock to a purchaser as a result of which the purchaser is required to make an Offer under Section 2 of this Article X, such Director must ensure that as a condition of the sale the purchaser undertakes to fulfill its obligations under Section 2 of this Article X. In addition, subject to Section 16 of this Article X, such Director shall not resign from the Board of Directors until the first closing date of the Offer or the date when the Offer becomes or is declared wholly unconditional, whichever is the later.

13. No Offeror or nominee of an Offeror may be appointed to the Board of Directors, 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.

14. If the Corporation's issuance of new securities 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 X, the obligation may be waived by an independent vote of the stockholders not affiliated or Acting in Concert with the persons who receive or will be entitled to receive the new securities. The requirement for an Offer under Section 2 of this Article X may also be waived by the consent of the holders of a majority of the Voting Rights of those Persons who are not the proposed Persons entitled to receive the relevant new securities (nor affiliated or Acting in Concert with such proposed Persons). If an underwriter incurs an obligation under Section 2 of this Article X unexpectedly, for example as a result of an inability to complete a distribution of

securities of the Corporation, this obligation may be waived by the consent of the holders of a majority of the Voting Rights of those Persons who are not the underwriter(s) (nor affiliated or Acting in Concert with such underwriter(s)).

15. If an Offeror shall fail to comply with Sections 2 and 4 through 8 of this Article X, 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 or Persons, the Board of Directors may:

- (a) make an award for costs against the Offeror;
- (b) direct that the Offeror shall not be entitled to exercise any Voting Rights; or
- (c) direct that dividends paid in respect of all or any of the capital stock of the Corporation held by the Offeror be withheld.

The restrictions in Sections 15(a) to (c) above may be lifted with the consent of the Board of Directors of the Corporation or consent of the holders of a majority of the Voting Rights held by stockholders other than the Offeror.

The restrictions in Sections 15(a) to (c) above shall be lifted when (i) the capital stock subject to such restrictions is sold or transferred to any Person holding Beneficial Ownership of such capital stock that is not affiliated or Acting in Concert with the Offeror, (ii) such capital stock is sold pursuant to an Offer made to all holders of capital stock of the Corporation on terms that do not differentiate between such holders or (iii) the provisions of this Article X relating to the Offer or, as the case may be, the Offeror's obligations under the Offer, have been complied with in full.

16. If an Offeror is an Affiliate of a Director, such Director shall cease to be qualified as a Director and shall be deemed to have resigned upon the Offeror's making of an Offer.

17. The provisions of Sections 1 through 16 of this Article X shall cease to apply as soon as any securities of the Corporation become listed on any stock exchange located in the United States.

ARTICLE XI:

1. Other than shares of the capital stock of the Corporation to be issued pursuant to any conversion rights or exercise (as applicable) of convertible securities, warrants, options, or other subscription rights existing as of the date hereof and subject to Section 6 of this Article XI below, any shares of capital stock that the Corporation proposes to issue for sale for cash shall first, subject to such exclusions or other arrangements as the Board of Directors may deem necessary or expedient to deal with fractional entitlements or legal or practical problems under the laws or requirements of any applicable regulatory body or stock exchange of any territory, be offered for subscription to the stockholders of record of the Corporation in the proportion that the number of such shares for the time being held respectively by each such stockholder bears to the total number of such shares in issue. Such offer shall be made by notice in writing specifying the

number of shares of capital stock to which the stockholder is entitled and limiting a time (being not less than 14 days) within which the offer, if not accepted, will be deemed to be declined.

2. Stockholders who accept the offer shall be entitled to indicate that they would accept, on the same terms (specifying a maximum number), shares that have not been accepted by other stockholders ("Excess Shares") and any Excess Shares shall be allotted to stockholders who have indicated that they would accept Excess Shares. Excess Shares shall be allotted *pro rata* among the stockholders electing to accept Excess Shares based on the number of shares of capital stock that each such Stockholder elected to accept pursuant to the offer without including the Excess Shares.

3. After the expiration of such time or upon receipt by the Corporation of an acceptance or refusal of every offer so made, the Board of Directors shall be entitled to dispose of any shares so offered and that are not required to be sold in accordance with the foregoing provisions in such manner as the Board of Directors may think most beneficial to the Corporation.

4. If, owing to the inequality in the number of new shares to be issued and the number of shares held by the stockholders entitled to receive the offer of new shares, any such dispute shall arise in the apportionment of any such new shares among the stockholders, such dispute shall be determined by the Board of Directors and the Board of Directors determination shall be binding on all parties.

5. It shall be a condition of any offer for subscription pursuant to the provisions of this Article XI that any stockholder desiring to accept the same shall obtain any necessary consents, permissions, or approvals of any regulatory or supervisory authorities or other Persons in any relevant jurisdiction that are or may be required to enable such stockholder lawfully to accept such offer and to subscribe for the shares so offered to such stockholder and any stockholder accepting any such offer shall be deemed by the stockholder's acceptance to warrant and represent to the Corporation and the other stockholders to use all reasonable efforts to obtain such consents, permissions or approvals as soon as possible.

6. The provisions of this Article XI shall not apply to:

- (a) a sale or series of sales of shares of the capital stock of the Corporation representing less than ten percent (10%) of the issued and outstanding shares of the Corporation during any twelve-month period;
- (b) the issuance of shares of capital stock of the Corporation with (1) the approval of seventy-five percent (75%) of the votes cast at a meeting of stockholders at which a quorum is present or (2) the written consent of shareholders holding at least seventy-five percent (75%) of the issued and outstanding shares of the Corporation;
- (c) the issuance of shares of capital stock of the Corporation pursuant to a stock option plan approved by the Board of Directors of the Corporation; or

- (d) the issuance of shares of capital stock of the Corporation pursuant to the exercise of warrants granted by the Corporation prior to the admission of the shares of capital stock of the Corporation to trading on AIM.

ARTICLE XII: The provisions of this Article XII shall apply at all times while the Corporation's capital stock is admitted for trading on AIM:

1. Any Person that holds an Interest (as hereinafter defined in this Article XII) in the Corporation's capital stock or who held an Interest in the Corporation's capital stock during the three-year period immediately preceding the Corporation's written request for such information (a "Notice") is obligated to notify the Corporation in writing (a "Notice Response"), within the time specified in the Notice, of (i) the Person's then current or past Interest in the Corporation's capital stock; (ii) any other Interest of the Person in the Corporation's capital stock; (iii) the identity of the Person or Person's holding the Interest in the Corporation's capital stock; or (iv) whether any Person holding an Interest in the same shares of the Corporation's capital stock are or were parties to (A) an Acquisition Agreement (as hereinafter defined in this Article XII) with respect to such Interest or (B) an agreement or arrangement relating to the exercise of any rights conferred by the holding of any shares the Corporation's capital stock. In addition to the foregoing notification obligations and if so requested by the Corporation in the Notice delivered by the Corporation, any Notice Response submitted by a Person shall set forth the identity and address of any other Person to whom the Interest may have been transferred or who held the Interest immediately after the Person receiving a Notice from the Corporation ceased to hold the subject Interest.

2. Unless otherwise determined by the Board of Directors of the Corporation, for so long as any Person is in default of the Person's obligations to provide a Notice Response under Section 1, (i) the Corporation shall not recognize any transfer or purported transfer of any capital stock of the Corporation held by such Person; (ii) no voting rights with respect to the capital stock of the Corporation held by such Person shall be exercisable; (iii) no further shares of the Corporation's capital stock may be issued with respect to any shares of capital stock or pursuant to any offer made to such Person; and (iv) except for any distribution in liquidation of the Corporation, the Corporation may withhold any dividends payable to such Person in respect of the capital stock held by such Person.

3. Subject to the requirements of this Section 3, if so requested by any Person or Persons holding ten percent (10%) or more of the Corporation's issued and outstanding shares of capital stock (a "Qualified Request"), the Corporation shall issue a Notice in accordance with paragraph (a) to any Person identified in the Qualified Request. Any Qualified Request must be submitted to the Corporation in writing and may be submitted by mail, by courier delivery service, or by electronic means through facsimile transmission or electronic mail. All Qualified Requests must: (i) state that the Corporation is requested to exercise the powers granted to the Corporation pursuant to Section 1 of this Article XII; (ii) specify the specific information to be requested and the manner in which the Corporation is to make such request; (iii) set forth reasonable grounds for requiring the Corporation to exercise the powers granted to the Corporation by Section 1 of this Article XII; and (iv) be authenticated by the Person or Persons submitting the Qualified Request. Upon receipt of the Corporation's receipt of a Notice Response received pursuant to a Notice made after a Qualified Request, the Corporation shall be

required to prepare a report setting forth the information set forth in the Notice Response received by the Corporation and shall make such report available for inspection by any Person no later than fifteen (15) days after the Corporation's receipt of such Notice Response.

4. The Corporation shall keep a register (the "Notice Register") of all Notice Responses received by the Corporation. The Notice Register shall be available for inspection by any Person. Except as otherwise provided in Section 3 of this Article XII, within three (3) days of the Corporation's receipt of any Notice Response, the Corporation shall enter in the Notice Register a copy of the Notice issued by the Corporation with respect to such Notice Response and the Notice Response.

5. For purposes of determining whether a Person holds an Interest in the Corporation's capital stock, the term "Interest" means an interest of any kind (whether conditional or absolute) whatsoever in the shares of the Corporation's capital stock, without regard to any restraints or restriction to which the exercise of any right attached to the Interest is or may be subject, and shall include, without limitation:

- (a) any joint interest;
- (b) any Beneficial Ownership;
- (c) a contractual right to purchase (including any Acquisition Agreement);
- (d) the direct or indirect right to exercise any right conferred by or the right to control the exercise of such right in any shares of the Corporation's capital stock;
- (e) the direct or indirect right to call for delivery of the right to acquire (including any subscription or right to subscribe or any Acquisition Agreement), or the obligation to take any interest in shares of the Corporation's capital stock; and
- (f) any interest held by a Person's spouse, civil partner or lineal descendants.

6. For purposes of this Article XII, the term "Acquisition Agreement" means any agreement between two or more Persons that includes provisions for the acquisition by any one or more such Persons of Interests in the capital stock of the Corporation, but does not include (i) any agreement that is not legally binding unless the agreement involves mutuality in the undertakings, expectations, or understandings of the parties to the agreement; or (ii) an agreement to underwrite or sub-underwrite an offer of capital stock of the Corporation, provided such agreement is limited to that specific purpose and any matters incidental to that purpose. Each party to an Acquisition Agreement is treated as holding an Interest in all shares of the Corporation's capital stock in which any other party to the Acquisition Agreement holds an Interest other than as a result of being a party to the Acquisition Agreement.

7. Notwithstanding the foregoing, any Person who holds or acquires an Interest that equals or exceeds three percent (3%) of the outstanding capital stock of the Corporation must promptly notify the Corporation, in writing, of such Interest (the "Initial Notice"). Furthermore, subsequent to the Initial Notice, if the Interest held by any such Person increases or decreases

through any single percentage (including a decrease to below three percent (3%)) of the outstanding capital stock of the Corporation, such Person must promptly notify the Corporation, in writing, of such change in Interest (the "Subsequent Notice"); provided that, such Holder shall not need to provide any Subsequent Notice if the Interest held by such Person increases or decreases following such Interest decreasing to below three percent (3%) (but only to the extent an Initial Notice would not be required). However, any Person's failure to provide an Initial Notice or Subsequent Notice will not result in any penalty to such Person under these articles.

ARTICLE XIII:

1. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors consisting of not less than three (3) nor more than twelve (12) directors, the exact number of directors to be determined from time to time solely by the Board of Directors. The directors shall be divided into three classes, designated Class I, Class II and Class III (each a "Class" and together, the "Classes"). Each Class of directors shall consist, as nearly as may be possible, of one-third of the total number of directors. The initial term of the Class I directors shall expire upon the election and qualification of their successors at the 2007 annual meeting of stockholders; the initial term of the Class II directors shall expire upon the election and qualification of their successors at the 2008 annual meeting of stockholders; and the initial term of the Class III directors shall expire upon the election and qualification of their successors at the 2009 annual meeting of stockholders. At each annual meeting of stockholders beginning with the 2007 annual meeting, successors to the Class of directors whose term expires at that annual meeting shall be elected for a three-year term and shall hold office until the annual meeting for the year in which such director's term expires and until such director's successor shall be elected and shall qualify, subject, however, to prior death, resignation or removal.

2. Newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors will be filled solely by the affirmative vote of a majority of the remaining directors then in office, even if less than a quorum. Increases or decreases in the number of directors shall be apportioned among the Classes so as to maintain the number of directors in each Class as nearly equal as possible, and any additional director of any Class elected to fill a vacancy resulting from an increase in such Class shall hold office for a term that shall coincide with the remaining term of that Class, but in no case will a decrease in the number of directors shorten the term of any incumbent director.

ARTICLE XIV:

Unless this Certificate of Incorporation is amended or repealed with respect to this Article XIV or unless the bylaws of the Corporation designate otherwise, the Corporation expressly elects not to be governed by Section 203 of the DGCL.

ARTICLE XV:

1. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, or, so far as applicable, the AIM Rules, except as provided in paragraph 2 of this Article XV, and all rights conferred upon the stockholders herein are granted subject to this reservation.

2. Notwithstanding any other provisions of this Certificate of Incorporation or any provision of law that might otherwise permit a lesser vote or no vote, following the Initial Public Offering, the affirmative vote of the holders of not less than a majority of the voting power of all of the then-outstanding shares of the capital stock of the Corporation, voting together as a single class, shall be required to alter, amend or repeal Articles VIII through XV of this Certificate of Incorporation.

3. This Amended and Restated Certificate of Incorporation, which amends and restates the provisions of the Corporation's existing certificate of incorporation has been duly adopted in accordance with Section 245 of the DGCL.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of the Corporation on the 23rd day of May, 2007.



R. Douglas Armstrong
President and Chief Executive Officer