

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Articles of Incorporation of Rearden Commerce, Inc.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rearden Commerce, Inc.		09/19/2013	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Deem, Inc.		
Street Address:	1051 E. Hillsdale Blvd., 6th Floor		
City:	Foster City		
State/Country:	CALIFORNIA		
Postal Code:	94404		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4336372	DEEM	
Registration Number:	4381996	DEEM@WORK	
Registration Number:	4597563	DEEM	
Registration Number:	4696688	DEEM	
Registration Number:	4645450	DEEM	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-552-6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thomas A. Polcyn		
Address Line 1:	One US Bank Plaza		
Address Line 2:	Thompson Coburn LLP		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Thomas A. Polcyn		
SIGNATURE:	/thomas a. polcyn/		
DATE SIGNED:	06/05/2019		
Total Attachments: 27			

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AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF REARDEN COMMERCE, INC.

ONE: Patrick W. Grady hereby certifies that he is the duly elected and acting President, Chief Executive Officer and Secretary of Rearden Commerce, Inc., a California corporation (the "Corporation").

TWO: The Amended and Restated Articles of Incorporation of the Corporation are hereby amended and restated to read as follows:

ARTICLE I

The name of the Corporation is Deem, Inc.

ARTICLE II

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

A. Classes of Stock. This Corporation is authorized to issue two classes of stock to be designated, respectively, "common stock" and "preferred stock." The total number of shares that this Corporation is authorized to issue is Five Billion Five Hundred Twenty Nine Million One Hundred Eighteen Thousand Seven Hundred Thirty (5,529,118,730) shares. Three Billion One Hundred Ninety Seven Million Two Hundred Eighty Six Thousand Six Hundred Sixty Three (3,197,286,663) authorized shares are common stock, \$.001 par value per share (the "Common Stock"), and Two Billion Three Hundred Thirty One Million Eight Hundred Thirty Two Thousand Sixty Seven (2,331,832,067) authorized shares are preferred stock, \$.001 par value per share, of which Two Billion One Hundred Sixty Nine Million Eight Hundred Forty Four Thousand Nine Hundred Two (2,169,844,902) authorized shares are designated Series AA-1 Preferred Stock (the "Series AA-1 Preferred Stock") and One Hundred Sixty One Million Nine Hundred Eighty Seven Thousand One Hundred Sixty Five (161,987,165) authorized shares are designated Series AA-2 Preferred Stock (the "Series AA-2 Preferred Stock", and together with the Series AA-1 Preferred Stock, the "Preferred Stock"). Effective immediately prior to the Filing Date (as defined below), (i) the previously outstanding shares of the Corporation's Series A-1 Preferred Stock, Series B-1 Preferred Stock, Series C-1 Preferred Stock, Series D-1 Preferred Stock, Series D-2 Preferred Stock, Series E-1 Preferred Stock, Series E-2 Preferred Stock, Series F-1 Preferred Stock, Series G-1 Preferred Stock, Series H-1 Preferred Stock, Series I-1 Preferred Stock and Series I-2 Preferred Stock converted into Common Stock pursuant to the vote of a Preferred Majority (as defined in the Corporation's Amended and Restated Articles of Incorporation in effect immediately prior to the Filing Date (the "Prior Articles") as the holders of at least a majority of the shares of Preferred Stock then outstanding voting together as a single class, and not as a separate series, and on an as-converted-to-Common-Stock-basis (without regard to any restrictions on conversion that might otherwise apply)) and (ii) all options or

warrants to purchase such prior series of Preferred Stock adjusted pursuant to their existing terms to become exercisable for Common Stock. Each share of Series A-1 Preferred Stock converted into 6.2578 shares of Common Stock. Each share of Series B-1 Preferred Stock converted into 11.2474 shares of Common Stock. Each share of Series C-1 Preferred Stock converted into 3 shares of Common Stock. Each share of Series D-1 Preferred Stock converted into 3 shares of Common Stock. Each share of Series D-2 Preferred Stock converted into 3 shares of Common Stock. Each share of Series E-1 Preferred Stock converted into 3 shares of Common Stock. Each share of Series E-2 Preferred Stock converted into 3 shares of Common Stock. Each share of Series F-1 Preferred Stock converted into 3 shares of Common Stock. Each share of Series G-1 Preferred Stock converted into 2.6006 shares of Common Stock. Each share of Series H-1 Preferred Stock converted into 2.6006 shares of Common Stock. Each share of Series I-1 Preferred Stock converted into 3 shares of Common Stock. Each share of Series I-2 Preferred Stock converted into 3 shares of Common Stock. In each case, the number of fractional shares was aggregated by holder across all series of Preferred Stock upon conversion.

B. Rights, Preferences and Restrictions of Preferred Stock. The rights, preferences, privileges, and restrictions granted to and imposed on the Series AA-1 Preferred Stock and the Series AA-2 Preferred Stock are as set forth below in this Article III(B).

1. Dividend Provisions.

(a) Subject to subsection 4(a), the holders of shares of Preferred Stock shall be entitled to receive dividends, out of any assets legally available therefor, on a pari passu basis and prior and in preference to any declaration or payment of any dividend (payable other than in Common Stock or other securities ranking on a parity with Common Stock) on the Common Stock of this Corporation, payable when, as and if declared by the Board of Directors. Such dividends shall not be cumulative. Declared but unpaid dividends with respect to a share of Preferred Stock shall, upon conversion of such share to Common Stock, be paid to the extent assets are legally available therefor either in cash or Common Stock (valued at the fair market value on the date of payment as determined by the Board of Directors of this Corporation). The holders of the outstanding Preferred Stock can waive any dividend preference that they shall be entitled to receive under this Section 1 upon the affirmative vote or written consent of the holders of at least a majority of the shares of Preferred Stock then outstanding voting together as a single class and not as a separate series and on an as-converted-to-Common-Stock-basis determined by using the Initial Conversion Prices (as set forth in subsection 4(a) and as subsequently adjusted pursuant to subsection 4(f)), with the Series AA-2 Preferred Stock treated as being convertible into Common Stock for this purpose and notwithstanding any limitations on conversion (the "Preferred Majority").

(b) After payment of such dividends (if any), any additional dividends or distributions shall be distributed among all holders of Common Stock and Preferred Stock in proportion to the number of shares of Common Stock that would be held by each such holder if all shares of each series of Preferred Stock were converted to Common Stock pursuant to subsection 4 at the then effective Conversion Price for such series (as defined in subsection 4(a)), with the Series AA-2 Preferred Stock treated as being convertible into Common Stock for this purpose and notwithstanding any limitations on conversion.

(c) If the Board of Directors declares a dividend in respect of Common Stock, then the Board of Directors shall declare and pay to the holders of shares of Preferred Stock a dividend in an amount per share of Preferred Stock equal to the product of (i) the per share dividend declared and payable in respect of each share of Common Stock and (ii) the number of shares of Common Stock into which such share of Preferred Stock is then convertible. Dividends payable pursuant to this subsection 4(c) shall be payable on the same date that dividends are payable to holders of shares of Common Stock, and no dividends shall be payable to holders of shares of Common Stock unless the full dividends contemplated by this subsection 4(c) are paid at the same time in respect of the Preferred Stock.

(d) For purposes of Section 500 of the California Corporations Code, the Corporation may make a distribution without regard to any preferential dividends arrears amount and without regard to any preferential rights.

2. Liquidation Preference.

(a) Subject to subsections 2(b) and 4(a), in the event of any Liquidation Event (as defined below), either voluntary or involuntary, the holders of Series AA-1 Preferred Stock and Series AA-2 Preferred Stock shall be entitled to receive, on a pari passu basis and prior and in preference to any distribution of the proceeds of such Liquidation Event (the "Proceeds") to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the Series AA-1 Original Issue Price (as defined below) for the Series AA-1 Preferred Stock then held by them, an amount per share equal to the Series AA-2 Original Issue Price (as defined below) for the Series AA-2 Preferred Stock then held by them, plus declared but unpaid dividends on each such share (the "Liquidation Preference") or (ii) such amount per share as would have been payable had all shares of Series AA-1 Preferred Stock and Series AA-2 Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such Liquidation Event (with the Series AA-2 Preferred Stock treated as being convertible into Common Stock for this purpose, notwithstanding any limit on conversion). If, upon the occurrence of such event, the Proceeds thus distributed among the holders of the Series AA-1 Preferred Stock and the Series AA-2 Preferred Stock shall be insufficient to permit the payment to such holders of the full Liquidation Preference, then the entire Proceeds legally available for distribution shall be distributed ratably among the holders of the Series AA-1 Preferred Stock and the Series AA-2 Preferred Stock in proportion to the full amount of the Liquidation Preference that each such holder is otherwise entitled to receive under this subsection (a). For purposes of these Amended and Restated Articles of Incorporation, "Series AA-1 Original Issue Price" shall mean \$0.050446 per share for each share of Series AA-1 Preferred Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like with respect to the Series AA-1 Preferred Stock) and "Series AA-2 Original Issue Price" shall mean \$0.050446 per share for each share of Series AA-2 Preferred Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like with respect to the Series AA-2 Preferred Stock).

(b) Upon the completion of the distributions required by subsection (a) of this Section 2, any remaining Proceeds available for distribution to shareholders, if any, shall be distributed among the holders of Common Stock pro rata, based on the number of shares of

Common Stock held by each. Notwithstanding any other provision of this Section 2 to the contrary, if a holder of shares of Preferred Stock receives the amounts set forth in subsection 2(a), such holder shall not thereafter be entitled to convert his, her or its shares of Preferred Stock into shares of Common Stock, pursuant to Section 4 below.

(c) For purposes of this Section 2, a "Liquidation Event" shall be deemed to be occasioned by, and to include: (i) any liquidation, dissolution or winding up of the Corporation; (ii) the acquisition of this Corporation by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation, but excluding any merger effected exclusively for the purpose of changing the domicile of this Corporation); (iii) an exclusive license of all or substantially all of this Corporation's intellectual property (or the intellectual property held by subsidiaries of this Corporation if such intellectual property, in the aggregate, constitutes all or substantially all of the intellectual property of this Corporation and its subsidiaries, taken as a whole), except to this Corporation or a wholly-owned subsidiary of this Corporation; (iv) the merger, reorganization or consolidation of this Corporation (or any subsidiary or subsidiaries of this Corporation the assets of which constitute all or substantially all the assets of the business of this Corporation and its subsidiaries taken as a whole) into or with another corporation or entity if as a result of such transaction shareholders of this Corporation owning a majority of the voting securities of this Corporation immediately preceding such merger, reorganization or consolidation (solely by virtue of their shares or other securities of this Corporation or the consideration received therefor in such a transaction) do not own a majority of the voting securities of the surviving or resulting corporation or entity (in approximately the same proportion, vis a vis each other, as before such transaction); (v) the sale, transfer or lease (but not including a transfer or lease by pledge or mortgage to a bona fide lender) of all or substantially all the assets of this Corporation, whether pursuant to a single transaction or a series of related transactions (which assets shall include for these purposes two thirds (66-2/3%) or more of the outstanding voting interests of such of this Corporation's subsidiaries the assets of which constitute all or substantially all of the assets of this Corporation and its subsidiaries taken as a whole); (vi) the sale, transfer or lease (but not including a transfer or lease by pledge or mortgage to a bona fide lender), whether in a single transaction or pursuant to a series of related transactions, of all or substantially all the assets of any of this Corporation's subsidiaries the assets of which constitute all or substantially all of the assets of this Corporation and such subsidiaries taken as a whole, or the liquidation, dissolution or winding up of such of this Corporation's subsidiaries the assets of which constitute all or substantially all of the assets of this Corporation and such subsidiaries taken as a whole; or (vii) the closing of the transfer (whether by merger, consolidation or otherwise), in one transaction or a series of transactions, to a person or group of affiliated persons (other than an underwriter of this Corporation's securities), of this Corporation's securities if, after such closing, such person or group of affiliated persons would hold 50% or more of the outstanding voting stock of this Corporation (on an as-converted-to-Common Stock basis, with the Series AA-2 Preferred Stock treated as being convertible into Common Stock for this purpose, notwithstanding any limit on conversion). Notwithstanding the prior sentence, the sale of shares of Preferred Stock in a bona fide financing transaction shall not be deemed a "Liquidation Event." The treatment of any particular transaction or series of related transactions as a Liquidation Event may be waived upon obtaining the affirmative vote at a meeting or the written consent of the holders of at least 66-2/3% of the outstanding Preferred Stock voting together as a single class and not as a separate series and on an as-converted-to-Common-Stock-basis determined by using the Initial

Conversion Prices (as set forth in subsection 4(a) and as subsequently adjusted pursuant to subsection 4(f)), with the Series AA-2 Preferred Stock treated as being convertible into Common Stock for this purpose notwithstanding any limitations on conversion (a "Preferred Super-majority").

(d) In any Liquidation Event, if Proceeds received by this Corporation or its shareholders are other than cash, its value will be deemed its fair market value. Any securities shall be valued as follows:

(i) Securities not subject to investment letter or other similar restrictions on free marketability covered by (ii) below:

(A) If traded on a national securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the twenty (20) trading-day period ending three (3) trading days prior to the closing of the Liquidation Event;

(B) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the twenty (20) trading-day period ending three (3) trading days prior to the closing of the Liquidation Event; and

(C) If there is no active public market, the value shall be the fair market value thereof, as mutually determined by this Corporation and the holders of at least a Preferred Super-majority.

(ii) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a shareholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in (i) (A), (B) or (C) to reflect the approximate fair market value thereof, as mutually determined by this Corporation and the holders of at least a Preferred Super-majority.

(e) In the event the requirements of this Section 2 are not complied with, this Corporation shall forthwith either:

(i) cause the closing of such Liquidation Event to be postponed until such time as the requirements of this Section 2 have been complied with; or

(ii) cancel such transaction, in which event the rights, preferences and privileges of the holders of the Preferred Stock shall revert to and be the same as such rights, preferences and privileges existing immediately prior to the date of the first notice referred to in subsection 2(f) hereof.

(f) This Corporation shall give each holder of record of Preferred Stock written notice of such impending Liquidation Event not later than twenty (20) days prior to the shareholders' meeting called to approve such transaction, or twenty (20) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of

the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this Section 2, and this Corporation shall thereafter give such holders prompt notice of any material changes. The transaction shall in no event take place sooner than twenty (20) days after this Corporation has given the first notice provided for herein or sooner than ten (10) days after this Corporation has given notice of any material changes provided for herein; provided, however, that such notice requirement may be waived and/or such notice periods may be shortened upon the affirmative vote or written consent of the holders of Preferred Stock that (i) are entitled to such notice rights or similar notice rights and (ii) represent at least a Preferred Majority.

(g) Allocation of Escrow. In the event of a Liquidation Event pursuant to Section 2 hereof, if any portion of the consideration payable to the shareholders of the Corporation is placed into escrow and/or is payable to the shareholders of the Corporation subject to contingencies (including, but not limited to, earn-outs payable to the shareholders generally (and, for clarity, not including any earn-out payable to an individual employee in his or her capacity as an employee (and not with respect to any stock held by such employee) in conjunction with employment arrangements), the agreement for such Liquidation Event shall provide that (i) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the "Initial Consideration") shall be allocated among the holders of capital stock of the Corporation in accordance with subsections 2(a) and 2(b) as if the Initial Consideration were the only consideration payable in connection with such Liquidation Event and (ii) any additional consideration which becomes payable to the shareholders of the Corporation upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with subsections 2(a) and 2(b) after taking into account the previous payment of the Initial Consideration as part of the same transaction.

3. Redemption.

(a) The Preferred Stock shall not be redeemable except in the event of a Liquidation Event defined under subsections (2)(c)(ii), (iii), (iv) (solely if merger, reorganization or consolidation of one or more subsidiaries constituting all or substantially all of the Corporation's assets), (v), (vi), or (vii) of this Article III, if not waived by a Preferred Super-majority (collectively, a "Redemption Liquidation Event") and if the Corporation does not effect a dissolution of the Corporation under the General Corporation Law of California within ninety (90) days after such Redemption Liquidation Event, then (i) the Corporation shall send a written notice to each holder of Preferred Stock no later than the ninetieth (90th) day after the Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause to require the redemption of such shares of Preferred Stock, and (ii) if the holders of at least a Preferred Super-majority of the then outstanding shares of Preferred Stock so request in a written instrument delivered to the Corporation not later than one hundred twenty (120) days after such Redemption Liquidation Event, the Corporation shall use the Proceeds of such Redemption Liquidation Event, to the extent permitted by California law governing distributions to shareholders, on the one hundred fiftieth (150th) day after such Redemption Liquidation Event (the "Redemption Date"), to redeem all outstanding shares of Preferred Stock at a price per share equal to the Series AA-1 Original Issue Price or Series AA-2 Original Issue Price, as applicable, plus any declared but unpaid

dividends on each such share. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Proceeds are not sufficient to redeem all outstanding shares of Preferred Stock or the Corporation is prohibited from using the full amount of the Proceeds to redeem the outstanding shares of the Preferred Stock pursuant to California law, the Corporation shall ratably redeem each holder's shares of Preferred Stock to the fullest extent of such Proceeds or the fullest extent as permitted by California law, and shall redeem the remaining shares as soon as it may lawfully do so under California law governing distributions to Shareholders. Prior to the distribution or redemption provided for in this Section 3, the Corporation shall not expend or dissipate the consideration received for such Redemption Liquidation Event, except to discharge expenses incurred in connection with such Redemption Liquidation Event or in the ordinary course of business.

(b) Upon receipt of a request for redemption pursuant to subsection 3(a) above from a Preferred Super-majority, the Corporation shall send written notice of the redemption (the "Redemption Notice") to each holder of record of Preferred Stock not less than fifteen (15) days prior to the Redemption Date. Each Redemption Notice shall state: (i) the number of shares of Preferred Stock held by the holder that the Corporation shall redeem on the Redemption Date specified in the Redemption Notice; (ii) the Redemption Date; (iii) the date upon which the holder's right to convert such shares terminates (as determined in accordance with Section 4); and (iv) for holders of shares in certificated form, that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Preferred Stock to be redeemed.

(c) Surrender of Certificates; Payment. On or before the Redemption Date, each holder of shares of Preferred Stock to be redeemed on such Redemption Date, unless such holder has exercised his, her or its right to convert such shares as provided in Section 4, shall, if a holder of shares in certificated form, surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Series AA-1 Original Issue Price and/or Series AA-2 Original Issue Price, as applicable, for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof. In the event less than all of the shares of Preferred Stock represented by a certificate are redeemed, a new certificate, instrument, or book entry representing the unredeemed shares of Preferred Stock shall promptly be issued to such holder.

(d) If the Redemption Notice shall have been duly given, and if on the applicable Redemption Date the applicable Series AA-1 Original Issue Price and/or Series AA-2 Original Issue Price payable upon redemption of the shares of Preferred Stock to be redeemed on such Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that any certificates evidencing any of the shares of Preferred Stock so called for redemption shall not have been surrendered, dividends with respect to such shares of Preferred Stock shall cease to accrue after such Redemption Date and all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the applicable

Series AA-1 Original Issue Price and/or Series AA-2 Original Issue Price without interest upon surrender of any such certificate or certificates therefor.

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

(a) Right to Convert. The shares of Preferred Stock shall have the following conversion rights:

(i) Each share of Series AA-1 Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of this Corporation or any transfer agent for such stock, into such number of fully paid and non-assessable shares of Common Stock as is determined by dividing \$0.050446 by the Series AA-1 Conversion Price, determined as hereafter provided, in effect on the date of effective conversion pursuant to subsection 4(e) herein, rounded to the nearest sixth decimal place. The Series AA-1 Conversion Price shall be \$0.050446 per share as of the Filing Date, and shall be subject to adjustment as set forth in subsection 4(f).

(ii) Except as provided in subsections 4(b) and 4(d), shares of Series AA-2 Preferred Stock shall not be convertible into Common Stock pursuant to this subsection 4(a) or otherwise except in connection with a Permitted Regulatory Transfer (such restriction, the "Regulatory Conversion Restriction"). Instead, upon notice to the Corporation from the holder of Series AA-2 Preferred Stock that it intends to exercise the rights granted pursuant to the remainder of this sentence (a "Deemed Conversion Notice"), (A) the relevant Series AA-2 Preferred Stock shall no longer be entitled to any rights that are not also applicable to shares of Common Stock, including without limitation the right to receive the amounts payable to holders of Series AA-2 Preferred Stock pursuant to Sections 1 and 2 above (other than a dividend declared and payable to such holder prior to the date of conversion in accordance with subsection 1(a)), and such holder of Series AA-2 Preferred Stock shall be deemed to have forever and finally waived all such rights, provided, however, that the rights and restrictions set forth in subsection 7(c) and Article V shall continue to apply to the shares of Series AA-2 Preferred Stock, and (B) each holder of Series AA-2 Preferred Stock thereafter shall be entitled to receive, in lieu of any amounts otherwise payable on the Series AA-2 Preferred Stock hereunder, (1) dividends, out of any assets legally available therefor, on a *pari passu basis and prior and in preference to any declaration or payment of any dividend (payable other than in Common Stock or other securities ranking on a parity with the Common Stock)* on the Common Stock of this Corporation, at a rate of \$0.00001 per calendar year for each share of Series AA-2 Preferred Stock, payable when, as and if declared by the Board of Directors in accordance with Section 1 that shall apply to such distribution *mutatis mutandis*, (2) in the event of any Liquidation Event, either voluntary or involuntary, an amount per share equal to \$0.00001 for each share of Series AA-2 Preferred Stock then held by them, plus declared but unpaid dividends on each such share, in each case on a *pari passu basis and prior and in preference to any distribution of the Proceeds to the holders of Common Stock and in accordance with Section 2 that shall apply to such distribution mutatis mutandis*, and (3) an amount per share equal to the amounts that may become payable or distributable to holders of Common Stock (as such securities are adjusted from time to time hereunder) hereunder as if such Series AA-2 Preferred Stock had been converted (but without actually converting) into

such number of fully paid and non-assessable shares of Common Stock as determined by dividing \$0.050446 by the Series AA-2 Conversion Price, determined as hereinafter provided, in effect on the date of the Deemed Conversion Notice, rounded to the nearest sixth decimal place, as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like with respect to the Common Stock occurring after the date of such Deemed Conversion Notice. The Series AA-2 Conversion Price shall be \$0.050446 per share as of the Filing Date, and shall be subject to adjustment as set forth in subsection 4(f).

Each of the Series AA-1 Conversion Price and the Series AA-2 Conversion Price is referred to from time to time herein generally as the “Conversion Price,” and when at the applicable dollar amount as of the Filing Date, as the “Initial Conversion Price”.

“Non-Controlling Regulated Holder” means a bank holding company subject to the provisions of the Bank Holding Company Act of 1956, as amended (such act, together with the regulations promulgated thereunder, the “BHCA”), together with its affiliates (as such term is used for purposes of the BHCA) that does not own or control more than 4.99% of any class of voting securities (as such term is used for purposes of the BHCA) of this Corporation and that does not otherwise control the Corporation (as “control” is defined for purposes of the BHCA).

“Permitted Regulatory Transferee” means a person or entity who acquires shares of Series AA-2 Preferred Stock from a Non-Controlling Regulated Holder or its Transferees in (A) a widely dispersed public distribution, (B) a private transaction in which no one party acquires the right to purchase 2% or more of any “class” (as such term is used for purposes of the BHCA) of this Corporation, (C) an assignment to a single party (e.g., a broker or investment banker) for the purpose of conducting a widely dispersed public distribution on behalf of a Non-Controlling Regulated Holder and its Transferees or (D) a transfer to a party who would control more than 50% of the voting securities (as such term is used for purposes of the BHCA) of this Corporation (with such percentage being calculated without taking into account the transferred shares) (each of the foregoing, a “Permitted Regulatory Transfer”).

“Transferee” means a party to whom a Non-Controlling Regulated Holder transfers shares of Series AA-2 Preferred Stock and the transferees of such party (in each case, other than Permitted Regulatory Transferees).

(b) Automatic Conversion.

(i) Each share of Series AA-1 Preferred Stock shall automatically be converted into shares of Common Stock based on the Conversion Price at the time in effect for such Series AA-1 Preferred Stock upon the earlier of (A) immediately upon the Corporation’s closing of the sale of its Common Stock in a firm commitment underwritten public offering pursuant to a registration statement on Form S-1 under the Securities Act of 1933, as amended, yielding gross proceeds to the Corporation of at least \$50 million, priced consistent with an implied valuation of the Corporation of not less than \$500 million, and in connection with which the Common Stock shall be listed on the NASDAQ Stock Market or the New York Stock Exchange (a “Qualified Public Offering”), or (B) on the date specified by affirmative vote at a meeting or by written consent, as provided by law, from the holders

representing at least a majority of the shares of Series AA-1 Preferred Stock then outstanding on an as-converted-to-Common-Stock-basis determined by using the Initial Conversion Prices (as set forth in subsection 4(a) and as subsequently adjusted pursuant to subsection 4(f)).

(ii) Notwithstanding the Regulatory Conversion Restriction or subsection (c) below, immediately upon the closing of a Qualified Public Offering that is also a Permitted Regulatory Transfer, but subject to the prior receipt of any requisite antitrust approvals or clearances, all outstanding shares of Series AA-2 Preferred Stock shall automatically be converted into shares of Common Stock based on the Conversion Price at the time in effect for the Series AA-2 Preferred Stock if, and only if, such conversion would not result in a Non-Controlling Regulated Holder and its Transferees owning or controlling, or being deemed to own or control, collectively, greater than (A) 4.99% of the voting power of any class of voting securities of the Corporation or (B) 9.99% of the total equity of the Corporation (in each case, as such terms are defined and used, and as such percentages are calculated, under the BHCA).

(c) Deemed Automatic Conversion. Except as otherwise set forth in subsection 4(b)(ii) above, no shares of Series AA-2 Preferred Stock shall be convertible into shares of Common Stock pursuant to this Section 4 (unless such conversion is in connection with a Permitted Regulatory Transfer), but instead, upon an automatic conversion of the Series AA-1 Preferred Stock, (i) the Series AA-2 Preferred Stock shall no longer be entitled to any rights that are not also applicable to shares of Common Stock, including without limitation the right to receive the amounts payable to holders of Series AA-2 Preferred Stock pursuant to Sections 1 and 2 above (other than a dividend declared and payable on the Series AA-2 Preferred Stock prior to the date of conversion in accordance with subsection 1(a)), and such holder of Series AA-2 Preferred Stock shall be deemed to have forever and finally waived all such rights, provided, however, that the rights and restrictions set forth in subsection 7(c) and Article V shall continue to apply to the shares of Series AA-2 Preferred Stock, and (ii) each holder of Series AA-2 Preferred Stock thereafter shall be entitled to receive, in lieu of any amounts otherwise payable on the Series AA-2 Preferred Stock hereunder, (A) dividends, out of any assets legally available therefor, on a pari passu basis and prior and in preference to any declaration or payment of any dividend (payable other than in Common Stock or other securities ranking on a parity with the Common Stock) on the Common Stock of this Corporation, at a rate of \$0.00001 per calendar year for each share of Series AA-2 Preferred Stock, payable when, as and if declared by the Board of Directors in accordance with Section 1 that shall apply to such distribution mutatis mutandis, (B) in the event of any Liquidation Event, either voluntary or involuntary, an amount per share equal to \$0.00001 for each share of Series AA-2 Preferred Stock then held by them, plus declared but unpaid dividends on each such share, in each case on a pari passu basis and prior and in preference to any distribution of the Proceeds to the holders of Common Stock and in accordance with Section 2 that shall apply to such distribution mutatis mutandis, and (C) an amount per share equal to the amounts that may become payable or distributable to holders of Common Stock (as such securities are adjusted from time to time hereunder) hereunder as if such Series AA-2 Preferred Stock had been converted (but without actually converting) into such number of fully paid and non-assessable shares of Common Stock at the then-effective Series AA-2 Conversion Price at the same time that all shares of Series AA-1 Preferred Stock have been automatically converted pursuant to subsection 4(b)(i) (a "Deemed Automatic Conversion"), as adjusted for any stock splits, stock dividends, combinations,

subdivisions, recapitalizations or the like with respect to the Common Stock occurring after such Deemed Automatic Conversion.

(d) Conversion Upon Permitted Regulatory Transfer. Effective immediately after a Permitted Regulatory Transfer, each share of Series AA-2 Preferred Stock so transferred shall automatically be converted into (i) a share of Series AA-1 Preferred Stock, as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like with respect to the Series AA-1 Preferred Stock, if such Permitted Regulatory Transfer occurs prior to a Deemed Automatic Conversion and (ii) subject to subsections 4(g) through 4(h), fully paid and non-assessable shares of Common Stock based on the Conversion Price at the time in effect for such Series AA-2 Preferred Stock, if such Permitted Regulatory Transfer occurs on or subsequent to a Deemed Automatic Conversion. Furthermore, notwithstanding the preceding sentence, with respect to any shares of Series AA-2 Preferred Stock that have been the subject of a Deemed Conversion Notice, effective immediately after a Permitted Regulatory Transfer of such shares, such shares shall automatically be converted into fully paid and non-assessable shares of Common Stock based on the Conversion Price at the time in effect for such Series AA-2 Preferred Stock. Automatic conversion of the Series AA-2 Preferred Stock pursuant to this subsection 4(d) shall be effective without any further action on the part of the holders of such shares and shall be effective whether or not the certificates for such shares are surrendered to the Corporation or its transfer agent.

(e) Mechanics of Conversion. Before any holder of Preferred Stock shall be entitled to voluntarily convert the same into shares of Common Stock, (i) such holder shall give written notice (in a form reasonably acceptable to the Corporation) to this Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the shares of Common Stock are to be held and the certificate or certificates for such to be issued, if certificated and (ii) if such stock is certificated, concurrent with providing notice pursuant to subsection 4(e)(i), such holder shall surrender the certificate or certificates therefor, duly endorsed (or a lost stock affidavit therefor in a form reasonably acceptable to the Corporation), at the office of this Corporation or of any transfer agent for the Preferred Stock. This Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Preferred Stock, or to the nominee or nominees of such holder, evidence of conversion, including the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of receipt of the written notice pursuant to subsection 4(e)(i), and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. If the conversion is a conversion of Preferred Stock in connection with an underwritten offering of securities registered pursuant to the Securities Act of 1933, as amended, the conversion may, at the option of any holder tendering such Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which such conversion shall not be deemed to have occurred until immediately prior to the closing of such sale of securities; provided, however, this sentence shall not apply to any shares of Series AA-1 Preferred Stock that will automatically convert in connection with an offering pursuant to subsection 4(b)(i) and, to the extent applicable, Series AA-2 Preferred Stock that will automatically convert in connection with an offering pursuant to subsection 4(b)(ii). If the conversion is in connection with Automatic

Conversion provisions of subsection 4(b)(i)(B), such conversion shall be deemed to have been made on the conversion date described in the required shareholder vote or consent approving such conversion, and the persons entitled to receive shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holders of such shares of Common Stock as of such date. If the conversion is pursuant to subsection 4(c), (x) for Deemed Automatic Conversions triggered by a Series AA-1 Preferred Stock automatic conversion pursuant to subsection 4(b)(i)(A) (to which subsection 4(b)(ii) does not apply), such conversion shall be deemed to have been made on the closing of a Qualified Public Offering, and (y) for Deemed Automatic Conversions triggered by a Series AA-1 Preferred Stock Automatic Conversion pursuant to subsection 4(b)(i)(B), such conversion shall be deemed to have been made on the conversion date described in the required shareholder vote or consent approving such conversion, and in each case of (x) and (y) of this provision, the holders of the Series AA-2 Preferred Stock to which the Deemed Automatic Conversion shall apply shall be treated for all purposes as the record holders of Series AA-2 Preferred Stock with such additional limitations as described in subsection 4(c) as of such date.

(f) Conversion Price Adjustments of Preferred Stock for Certain Dilutive Issuances, Splits and Combinations. The respective Conversion Prices of the Preferred Stock shall be subject to adjustment from time to time as follows:

(i) (A)(1) If this Corporation shall issue, on or after the date upon which these Amended and Restated Articles of Incorporation are filed with and accepted by the Secretary of State of California (the "Filing Date"), any Additional Stock (as defined below) without consideration or for a consideration per share less than the Series AA-1 Conversion Price in effect immediately prior to the issuance of such Additional Stock, the Series AA-1 Conversion Price in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this clause (i) be adjusted to a price (rounded to the nearest 1/100th of a penny) determined by multiplying such Series AA-1 Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock Outstanding (as defined below) immediately prior to such issuance plus the number of shares of Common Stock that the aggregate consideration received by this Corporation for such issuance would purchase at such Series AA-1 Conversion Price then in effect; and the denominator of which shall be the number of shares of Common Stock Outstanding (as defined below) immediately prior to such issuance plus the number of shares of such Additional Stock.

(2) If this Corporation shall issue, on or after the Filing Date, any Additional Stock (as defined below) without consideration or for a consideration per share less than the Series AA-2 Conversion Price in effect immediately prior to the issuance of such Additional Stock, the Series AA-2 Conversion Price in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this clause (i)) be adjusted to a price (rounded to the nearest 1/100th of a penny) determined by multiplying such Series AA-2 Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock Outstanding (as defined below) immediately prior to such issuance plus the number of shares of Common Stock that the aggregate consideration received by this Corporation for such issuance would purchase at such Series AA-2 Conversion Price then in effect; and the denominator of which shall be the number of shares of Common Stock

Outstanding (as defined below) immediately prior to such issuance plus the number of shares of such Additional Stock.

(3) For purposes of this subsection 4(e), the term "Common Stock Outstanding" shall mean and include the following: (1) outstanding shares of Common Stock, (2) Common Stock issuable upon conversion of each outstanding series of Preferred Stock (without regard to any restrictions on conversion that might otherwise apply) at the then applicable Conversion Price for each series, (3) Common Stock issuable upon exercise of outstanding stock options and (4) Common Stock issuable upon exercise (and, in the case of warrants to purchase and other conversion rights to acquire Preferred Stock, conversion) of outstanding warrants, conversion rights and other Common Stock Equivalents (as defined in subsection 4(f)(iii)). Shares described in (1) through (4) above shall be included whether vested or unvested, whether contingent or non-contingent, and whether exercisable or not yet exercisable.

(B) No adjustment of the applicable Conversion Price for any of the Preferred Stock shall be made in an amount less than one cent per share, provided that any adjustments that are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to three (3) years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three (3) years from the date of the event giving rise to the adjustment being carried forward. Except to the limited extent provided for in subsections 4(f)(i)(E)(3) and (E)(4), no adjustment of such applicable Conversion Price pursuant to this subsection 4(f)(i) shall have the effect of increasing the applicable Conversion Price above the applicable Conversion Price in effect immediately prior to such adjustment.

(C) In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by this Corporation for any underwriting or otherwise in connection with the issuance and sale thereof.

(D) In the case of the issuance of Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair market value thereof as reasonably determined by the Board of Directors in good faith irrespective of any accounting treatment.

(E) In the case of the issuance of options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for purposes of determining the number of shares of Additional Stock issued and the consideration paid therefore:

(1) The aggregate maximum number of shares of Common Stock deliverable upon exercise (assuming the satisfaction of any conditions to exercisability, including without limitation, the passage of time, but without taking into account potential antidilution adjustments) of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for

a consideration equal to the consideration (determined in the manner provided in subsections 4(f)(i)(C) and (i)(D)), if any, received by this Corporation upon the issuance of such options or rights plus the minimum exercise price provided in such options or rights (without taking into account potential antidilution adjustments) for the Common Stock covered thereby.

(2) The aggregate maximum number of shares of Common Stock deliverable upon conversion of, or in exchange (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) for, any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration, if any, received by this Corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by this Corporation (without taking into account potential antidilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in subsections 4(f)(i)(C) and (i)(D)).

(3) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to this Corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, the applicable Conversion Price of the Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities.

(4) Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such convertible or exchangeable securities, the Conversion Price of the Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities or options or rights related to such securities, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible or exchangeable securities that remain in effect) actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities.

(5) The number of shares of Additional Stock deemed issued and the consideration deemed paid therefor pursuant to subsections 4(f)(i)(E)(1) and (2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either subsection 4(f)(i)(E)(3) or (4).

(ii) “Additional Stock” shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to subsection 4(f)(i)(E)) by this Corporation after the Filing Date other than:

(A) Common Stock issued or issuable pursuant to a transaction described in subsection 4(f)(iii) hereof;

(B) Up to 979,274,838 shares of Common Stock issued or issuable to employees, directors, consultants and other service providers for the primary purpose of soliciting or retaining their services pursuant to plans or agreements approved by this Corporation's Board of Directors;

(C) Common Stock issued pursuant to a Qualified Public Offering;

(D) Common Stock issued or issuable pursuant to the conversion or exercise of convertible or exercisable securities, including warrants or other similar rights, outstanding on the Filing Date or issued or issuable pursuant to contractual agreements approved by the Board of Directors on or prior to the Filing Date, including, but not limited to, warrants exercisable for shares of Preferred Stock or Common Stock outstanding as of the Filing Date;

(E) Common Stock issued or issuable upon conversion of the Series AA-1 Preferred Stock or Series AA-2 Preferred Stock;

(F) Common Stock issued in connection with a bona fide business acquisition of or by this Corporation, whether by merger, consolidation, sale of assets, sale or exchange of stock or otherwise (a "Bona Fide Acquisition"); which issuance and transaction is approved by this Corporation's Board of Directors and, if applicable, by the shareholders that have the right to approve such matters;

(G) Common Stock issued or deemed issued pursuant to subsection 4(f)(i)(E) as a result of a decrease in the Conversion Price of any series of Preferred Stock resulting from the operation of subsection 4(c)(i);

(H) Common Stock issued pursuant to strategic transactions, provided such issuances are for primarily non-equity financing purposes and provided, further that such issuance and strategic transactions are approved by this Corporation's Board of Directors and, if applicable, by the shareholders that have the right to approve such matters; or

(I) Common Stock issued or issuable pursuant to any real estate transaction, equipment lease financing or bank or similar credit or debt arrangement, provided such issuance and transaction is entered into for primarily non-equity financing purposes and is approved by this Corporation's Board of Directors and, if applicable, by the shareholders that have the right to approve such matters.

(iii) In the event this Corporation should at any time or from time to time after the Filing Date fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or

indirectly, additional shares of Common Stock (hereinafter referred to as “Common Stock Equivalents”) without payment of any consideration by such holder for the additional shares of Common Stock or Common Stock Equivalents (including the additional shares of Common Stock, as applicable, issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Conversion Price of each series of Preferred Stock shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of Preferred Stock shall be increased in proportion to such increase of the aggregate of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents with the number of shares issuable with respect to Common Stock Equivalents determined from time to time in the manner provided for deemed issuances in subsection 4(f)(i)(E).

(iv) If the number of shares of Common Stock outstanding at any time after the Filing Date is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Conversion Price for the Preferred Stock shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares of Common Stock.

(g) Other Distributions. In the event this Corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by this Corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in subsection 4(f)(iii), then, in each such case for the purpose of this subsection 4(g), the holders of the Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock into which their shares of Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of this Corporation entitled to receive such distribution (without regard to any restrictions on conversion that might otherwise apply).

(h) Recapitalizations. If at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this Section 4 or in Section 2 hereof), provision shall be made so that the holders of the Preferred Stock shall thereafter be entitled to receive upon conversion of the Preferred Stock the number of shares of stock or other securities or property of this Corporation or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such recapitalization (without regard to any restrictions on conversion that might otherwise apply). In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 4 with respect to the rights of the holders of the Preferred Stock after the recapitalization to the end that the provisions of this Section 4 (including adjustment of the applicable Conversion Price then in effect and the number of shares purchasable upon conversion of the Preferred Stock) shall be applicable after that event as nearly equivalently as may be practicable.

(i) No Fractional Shares; Certificate as to Adjustments.

(i) No fractional shares shall be issued upon the conversion of any share or shares of Preferred Stock and the aggregate number of shares of stock to be issued

to particular shareholders shall be rounded down to the nearest whole share and, in the Board of Directors' discretion, the Corporation shall either (i) pay in cash the fair market value of any fractional shares (rounded to the nearest whole cent with one-half cent rounded up) as of the time when entitlement to receive such fractions is determined or (ii) provide scrip for such fractional shares, in each case upon tender of required documentation by such shareholders. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock or Series AA-1 Preferred Stock, as applicable, and the number of shares of Common Stock, or Series AA-1 Preferred Stock, as applicable, issuable upon such conversion.

(ii) Upon the occurrence of each adjustment or readjustment of the applicable Conversion Price of Preferred Stock pursuant to this Section 4, this Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. This Corporation shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Price for such series of Preferred Stock at the time in effect, and (C) the number of shares of Common Stock or Series AA-1 Preferred Stock, as applicable, and the amount, if any, of other property that at the time would be received upon the conversion of a share of Preferred Stock.

(j) Notices of Record Date. In the event of any taking by this Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, this Corporation shall mail to each holder of Preferred Stock, at least ten (10) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend or distribution, and the amount and character of such dividend or distribution. The holders of the outstanding Preferred Stock may waive this requirement upon the affirmative vote or written consent of the holders of at least a Preferred Majority.

(k) Reservation of Stock Issuable Upon Conversion. (A) This Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Series AA-1 Preferred Stock, solely for the purpose of effecting the conversion of the shares of the Series AA-2 Preferred Stock, such number of its shares of Series AA-1 Preferred Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series AA-2 Preferred Stock (disregarding for this purpose any limitations on conversion and assuming full conversion into Series AA-1 Preferred Stock); and if at any time the number of authorized but unissued shares of Series AA-1 Preferred Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series AA-2 Preferred Stock (disregarding for this purpose any limitations on conversion and assuming full conversion into Series AA-1 Preferred Stock), in addition to such other remedies as shall be available to the holder of such Series AA-2 Preferred Stock, this Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Series AA-1 Preferred Stock to such number of shares as shall be sufficient for such purposes, including,

without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to these Amended and Restated Articles of Incorporation.

(B) This Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of such convertible or exchangeable securities, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of such convertible or exchangeable securities (disregarding for this purpose any limitations on conversion and assuming full conversion into Common Stock); and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of such convertible or exchangeable securities (disregarding for this purpose any limitations on conversion and assuming full conversion into Common Stock), in addition to such other remedies as shall be available to the holder of such convertible or exchangeable securities, this Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to these Amended and Restated Articles of Incorporation.

(C) (i) This Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series AA-1 Preferred Stock (including shares of Series AA-1 Preferred Stock that the Series AA-2 Preferred Stock may convert into) and Series AA-2 Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Preferred Stock (disregarding for this purpose any limitations on conversion and assuming full conversion into Common Stock); and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock (disregarding for this purpose any limitations on conversion and assuming full conversion into Common Stock), in addition to such other remedies as shall be available to the holder of such Preferred Stock, this Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to these Amended and Restated Articles of Incorporation.

(l) Notices. Any notice required by the provisions of this Section 4 to be given to the holders of shares of Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of this Corporation or sent to such holder's electronic mail address of record on the books of this Corporation provided that such holder has consented to and not revoked the use of such means of transmission for such notice and that this Corporation has determined in good faith that such electronic mail address is valid.

5. Waiver of Adjustment to Conversion Price. Notwithstanding anything herein to the contrary, any downward adjustment of the Conversion Price of any series of

Preferred Stock may be waived, either prospectively in a particular instance or retroactively either generally or in a particular instance, by the written consent or vote of the holders of a Preferred Majority; provided, however, if such waiver would significantly and disparately adversely affect the rights of the Series AA-1 Preferred Stock, that no such waiver shall be effective as to any outstanding shares of Series AA-1 Preferred Stock without the prior affirmative vote or written consent of the holders of at least a majority of the shares of Series AA-1 Preferred Stock then outstanding, if any (the "Series AA-1 Consent"); and provided, however, if such waiver would significantly and disparately adversely affect the rights of the Series AA-2 Preferred Stock, that no such waiver shall be effective as to any outstanding shares of Series AA-2 Preferred Stock without the prior affirmative vote or written consent of the holders of at least a majority of the shares of Series AA-2 Preferred Stock then outstanding, if any (the "Series AA-2 Consent"). Any such waiver effected pursuant to the foregoing shall bind all future holders of shares of such series of Preferred Stock.

6. Voting Rights.

(a) General Voting Rights. (i) Each share of Series AA-1 Preferred Stock shall have the right to one vote for each share of Common Stock into which such Preferred Stock could then be converted, and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any shareholders' meeting in accordance with the Bylaws of this Corporation, and except as provided in subsection 6(b) with respect to the election of directors by the separate class votes of the holders of Common Stock and Series AA-1 Preferred Stock and as otherwise required by applicable law, shall be entitled to vote, together with holders of Common Stock, with respect to any question upon which holders of Common Stock, or where otherwise required by applicable law, Common Stock and/or Preferred Stock have the right to vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

(ii) Shares of Series AA-2 Preferred Stock shall not have the right to vote or consent except as set forth in Section 7 or as otherwise expressly provided herein. To avoid doubt, to the fullest extent waivable under applicable law, the Series AA-2 Preferred Stock shall have no statutory voting rights.

(b) Voting for the Election of Directors. The holders of outstanding Common Stock shall be entitled to elect one (1) director of this Corporation at any election of directors. The holders of the shares of Series AA-1 Preferred Stock shall be entitled to elect two (2) directors of this Corporation at any election of directors. The holders of the shares of Series AA-1 Preferred Stock and Common Stock (voting together as a single class and not as separate series, and on an as-converted basis) shall be entitled to elect any remaining directors of this Corporation.

Any vacancy, including newly created directorships resulting from any increase in the authorized number of directors or amendment of these Amended and Restated Articles of Incorporation, and vacancies created by removal or resignation of a director, may be filled by a

majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced; provided, however, that where such vacancy occurs among the directors elected by the holders of a class or series of stock, the holders of shares of such class or series may override the Board of Directors' action to fill such vacancy by (i) voting for their own designee to fill such vacancy at a meeting of the Corporation's shareholders, or (ii) written consent, if the consenting shareholders voting for their designee constitute a majority of the outstanding shares entitled to vote for the director, unless such vacancy was created by removal, in which case the written consent must be unanimous. Any director elected as provided in the immediately preceding sentence hereof may be removed during the aforesaid term of office, either with or without cause, by the affirmative vote of the holders of the shares of the class or series of stock entitled to elect such director or directors, given either at a special meeting of such shareholders duly called for that purpose or pursuant to a written consent of shareholders, and any vacancy thereby created may be filled by the holders of that class or series of stock represented at the meeting or pursuant to written consent.

7. Protective Provisions.

(a) In addition to the voting rights otherwise exercisable by the holders of Preferred Stock, this Corporation shall not (by amendment, merger, consolidation or otherwise) without first obtaining the approval (by affirmative vote at a meeting or by written consent, as provided by law) of the holders of at least a Preferred Majority and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect:

(i) alter or change the rights, preferences or privileges of the shares of any series of Preferred Stock so as to affect adversely the shares; provided, however, that, and notwithstanding the approval of the holders of at least a Preferred Majority, any such alteration or change of the rights, preferences or privileges of any outstanding shares of a series of Preferred Stock shall require the prior affirmative vote or written consent of the holders of at least a majority of the shares of such series of Preferred Stock then outstanding, if any by using the Initial Conversion Price applicable to such series of Preferred Stock, and as subsequently adjusted pursuant to subsection 4(f);

(ii) create, authorize or issue, or obligate itself to issue (by reclassification or otherwise) any equity security (including any other security convertible into or exercisable for any such equity security) having a preference over, or being on a parity with, any series of Preferred Stock with respect to dividends, liquidation, redemption or voting; provided, however, that if the foregoing affects the holders of any outstanding shares of Series AA-1 Preferred Stock in a manner which is materially and adversely dissimilar to the other holders of the Preferred Stock, then the Series AA-1 Consent shall be required, and provided, however, that if the foregoing affects the holders of any outstanding shares of Series AA-2 Preferred Stock in a manner which is materially and adversely dissimilar to the other holders of the Preferred Stock, then the Series AA-2 Consent shall be required, *provided, however*, that any increase in the number of authorized shares of Series AA-1 Preferred Stock shall not constitute an action materially and adversely dissimilar to the holders of the Series AA-2 Preferred Stock; or

(iii) dissolve, liquidate or wind up the Corporation.

(b) In addition to the voting rights otherwise exercisable by the holders of Series AA-1 Preferred Stock, this Corporation shall not (by amendment, merger, consolidation or otherwise) without first obtaining the approval (by affirmative vote at a meeting or by written consent, as provided by law) of the holders of at least a majority of the shares of Series AA-1 Preferred Stock then outstanding on an as-converted-to-Common-Stock-basis determined by using the Initial Conversion Prices (as set forth in subsection 4(a) and as subsequently adjusted pursuant to subsection 4(f)) and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect:

(i) consummate a Liquidation Event;

(ii) increase or decrease (other than by conversion) the total number of authorized shares of preferred stock or common stock or designate shares of any series of Preferred Stock;

(iii) amend, alter or repeal this Corporation's Articles of Incorporation or Bylaws;

(iv) change the maximum authorized number of directors of this Corporation, provided, however, no further shareholder approval shall be required for a determination of the then effective number of directors by the Board of Directors pursuant to Article II, Section 3 of the Corporation's Bylaws and consistent with the voting provisions herein and in the Consolidated Shareholders' Agreement as amended from time to time;

(v) pay dividends on any class of stock;

(vi) redeem, purchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) any share or shares of Preferred Stock or Common Stock; provided, however, that this restriction shall not apply to (x) the repurchase of shares of Common Stock from employees, officers, directors, consultants or other persons performing services for this Corporation or any subsidiary pursuant to agreements under which this Corporation has the option to repurchase such shares upon the occurrence of certain events, such as the termination of employment or service or (y) redemptions, purchases or acquisitions of shares consummated pursuant to the Corporation's rights of first refusal pursuant to the Bylaws, equity incentive plans, or the Consolidated Shareholders' Agreement (or equivalent successor agreement) of the Corporation, in each case in this subclause (y) limited to up to \$1,000,000.00 in the aggregate in any consecutive 12 month period; provided, further, that in connection with any such redemption, purchase or other acquisition of shares of Preferred Stock whereby outstanding shares of Series AA-1 Preferred Stock are not redeemed, purchased or acquired at least pro rata as to the dollar amount of outstanding Series AA-1 Preferred Stock so redeemed, purchased or acquired in relation to the dollar amount of all other then outstanding series of Preferred Stock being so redeemed, purchased or acquired, such pro rata percentage to be determined for the Series AA-1 Preferred Stock by multiplying the total dollar amount of Preferred Stock to be so redeemed, purchased or acquired by a fraction, the numerator of which is the product of the number of shares of Series AA-1 Preferred Stock then outstanding

multiplied by the Original Issue Price of the Series AA-1 Preferred Stock as of the Filing Date, without any subsequent adjustment pursuant to subsection 4(d), and the denominator of which is the sum of the Original Issue Prices as of the Filing Date, without any subsequent adjustment pursuant to subsection 4(d), of all Series of Preferred Stock being so redeemed, purchased or acquired multiplied by the number of shares of each applicable series of Preferred Stock then outstanding, then the Series AA-1 Consent shall be required; provided, further that the approval pursuant to this subsection (iv) shall not apply to any repurchase, redemption, retirement or other acquisition of shares by the Company as required by Section 3 of Article V below;

(vii) merge or consolidate with or into another entity, whether or not the Corporation or a subsidiary is the surviving corporation; provided, however, this subsection (v) shall not apply to mergers or consolidations for the purpose of reincorporation; or

(viii) create, permit the creation of, or hold capital stock in, any direct or indirect subsidiary that is not wholly owned (either directly or through one or more other subsidiaries) by the Corporation; or

(ix) except for arms-length employment agreements or arms-length ordinary course transactions with affiliates, enter into a transaction with affiliates or senior management, unless approved by the Board of Directors, including all independent directors

(c) This Corporation shall not (by amendment, merger, consolidation or otherwise) without first obtaining the approval (by affirmative vote at a meeting or by written consent, as provided by law) of the holders of at least a majority of the shares of Series AA-2 Preferred Stock then outstanding on an as-converted-to-Common-Stock-basis determined by using the Initial Conversion Price (as set forth in subsection 4(a), with the Series AA-2 Preferred Stock treated as being convertible into Common Stock for this purpose and notwithstanding any limitations on conversion):

(i) amend, alter or repeal any provision of this Corporation's Articles of Incorporation or Bylaws in a manner that adversely affects the rights, preferences or privileges of the Series AA-2 Preferred Stock where such adverse impact is disproportionate to the adverse impact that such amendment, alteration or repeal has on the Series AA-1 Preferred Stock;

(ii) amend, modify or waive (A) any of the terms set forth in Article V below, subsection (B)(6)(a)(ii) or this subsection (B)(7)(c) of Article III or (B) any other provision of these Articles of Incorporation or the Bylaws intended to address the regulatory status of the initial or any subsequent holder of shares of Series AA-2 Preferred Stock;

(iii) increase or decrease the number of authorized shares of Series AA-2 Preferred Stock, the designation of any Series AA-2 Preferred Stock or issue any additional Series AA-2 Preferred Stock.

8. Status of Converted Stock. In the event any shares of Preferred Stock shall be converted pursuant to Section 4 hereof, the shares so converted shall be cancelled and shall not be issuable by this Corporation. The Amended and Restated Articles of Incorporation of this Corporation shall be appropriately amended to effect the corresponding reduction in this Corporation's authorized capital stock.

C. Common Stock. The rights, preferences, privileges and restrictions granted to and imposed on the Common Stock are as set forth below in this Article III(C).

1. Dividend Rights. Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock, on a pari passu basis, shall be entitled to receive, when and as declared by the Board of Directors, out of any assets of this Corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

2. Liquidation Rights. Upon the liquidation, dissolution or winding up of this Corporation, the assets of this Corporation shall be distributed as provided in subsection (B)(2).

3. Voting Rights. The holder of each share of Common Stock shall have the right to one vote for each such share, and shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws of this Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law.

ARTICLE IV

A. The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

B. The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the General Corporation Law of California) for breach of duty to the Corporation and its shareholders through bylaw provisions or through agreements with agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the General Corporation Law of California, subject to the limits on such excess indemnification set forth in Section 204 of the General Corporation Law of California. If, after the effective date of this Article, California law is amended in a manner which permits a corporation to limit the monetary or other liability of its directors or to authorize indemnification of, or advancement of such defense expenses to, its directors or other persons, in any such case to a greater extent than is permitted on such effective date, the references in this Article to "California law" shall to that extent be deemed to refer to California law as so amended.

C. Any repeal or modification of this Article shall only be prospective and shall not affect the rights under this Article in effect at the time of the alleged occurrence of any action or omission to act giving rise to liability.

ARTICLE V

A. Notwithstanding anything to the contrary in this Amended and Restated Articles:

1. The Corporation will be bound by the following restrictions (each a “BHCA Regulatory Restriction”):

(a) The Corporation may not directly or indirectly, repurchase, redeem, retire or otherwise acquire any of the Corporation’s capital securities, or take any other action, if, as a result of such repurchase, redemption, retirement or other acquisition or action, a Non-Controlling Regulated Holder and its non-Permitted Regulatory Transferees would own or control, or would be deemed to own or control, collectively, greater than (a) 4.99% of the voting power of any class of voting securities of the Corporation or (b) 9.99% of the total equity of the Corporation (as such terms are understood, and percentages are calculated, for purposes of the BHCA); provided, however, that this restriction will not apply (i) to any repurchase, redemption, retirement or other acquisition transaction pursuant to which (A) the Corporation repurchases, redeems, retires or otherwise acquires a pro rata number of shares from the Non-Controlling Regulated Holder and its Transferees at the then current fair market value (determined by a major investment bank of recognized national and international standing (an “Investment Bank”)) of such Non-Controlling Regulated Holder’s shares or the purchase price for such repurchase, redemption, retirement or other acquisition of capital securities and (B) all other holders of Preferred Stock and/or Common Stock participating in such repurchase, redemption, retirement or other acquisition of capital securities received the same per share consideration received by the Non-Controlling Regulated Holder pursuant to (A) above; or (ii) if the Corporation provides the Non-Controlling Regulated Holder the opportunity to participate pro rata in any such transaction described in clause (i) of the foregoing proviso and the Non-Controlling Regulated Holder fails to so participate.

(b) If the Corporation declares a dividend or makes a distribution payable in any form of property other than cash (including, without limitation, pursuant to subsections III(B)(1), III(B)(2), III(B)(4), IV(g) or IV(h)), the holders of the Series AA-2 Preferred Stock will be entitled to receive, in lieu of the property, a cash payment equal to the fair market value of the property that such holders would have been entitled to receive upon such distribution, as reasonably determined by the Board of Directors of the Corporation in good faith.

2. If a Non-Controlling Regulated Holder is deemed to be in “control” of the Corporation (as such term is used for purposes of the BHCA) or believes in good faith, after consultation with its outside counsel, that (i) it may be deemed to be in “control” of the Corporation (as such term is used for purposes of the BHCA), (ii) it is not permitted to hold all or part of its shares of the Corporation’s stock or, if applicable, its other securities of the Corporation under the relevant banking laws, regulations and agency interpretations and guidance, (iii) all of the Preferred Stock (other than Series AA-2 Preferred Stock) have been converted into Common Stock and the holders thereof collectively hold less than 70%, on an as-converted basis, of the stock that such holders held on the Filing Date, or (iv) it learns of any activities directly or indirectly by or on behalf of the Corporation or any of its affiliates or any of their respective officers, directors, agents or employees, or anyone for whose acts or defaults any of the foregoing may be liable, that may constitute or give rise to a violation of applicable anti-bribery or anti-corruption laws, then (1) this Corporation will cooperate in good faith to provide such Non-Controlling Regulated Holder with information reasonably requested by such holder relevant to its determination under subsections V(A)(2)(i) (or otherwise in connection with any regulatory analysis under the BHCA), V(A)(2)(ii), V(A)(2)(iii) or V(A)(2)(iv), (2) that Non-

Controlling Regulated Holder will be permitted to transfer all or a portion of its shares of the Series AA-2 Preferred Stock without restriction or limitation and (3) this Corporation will use commercially reasonable efforts to take such actions to facilitate such sale as the Non-Controlling Regulated Holder may reasonably request (which will include, at a minimum, making management available to prospective buyers and providing customary due diligence material, subject to a customary confidentiality agreement). To the extent reasonably requested, the Corporation will (A) further cooperate in good faith with each Non-Controlling Regulated Holder (1) in order to avoid a Non-Controlling Regulated Holder being deemed to be in "control" of the Corporation (as such term is used for purposes of the BHCA) as a result of any arrangements with a Non-Controlling Regulated Holder and (2) to avoid any circumstance under which a Non-Controlling Regulated Holder would not be permitted to hold all or a portion of the securities of the Corporation or any successor under relevant banking laws, regulations and agency interpretations and guidance and (B) provide such information reasonably requested by each Non-Controlling Regulated Holder so that it may determine whether it may be considered to be in "control" of the Corporation (as such term is used for purposes of the BHCA).

3. In the event of a breach of any BHCA Regulatory Restriction or this Article V, the Non-Controlling Regulated Holder may exercise any remedies available to it against the Corporation, including requiring the Corporation to repurchase that number of shares held by the Non-Controlling Regulated Holder required to reinstate compliance with and to give effect to subsection V(A)(1) and/or V(A)(2), as applicable, at a per share price equal to the then current fair market value (as determined by an Investment Bank) of (A) (i) if shares of Series AA-2 Preferred Stock are then-outstanding, a share of Series AA-1 Preferred Stock (and not the fair market value of a share of Series AA-2 Preferred Stock), or (ii) if no shares of Series AA-1 Preferred Stock are then-outstanding, a share of Series AA-2 Preferred Stock, with such determination being made assuming that the rights, preferences and privileges applicable to the Series AA-1 Preferred Stock (and not the Series AA-2 Preferred Stock) that are set forth herein, as in effect as of the Filing Date, are the rights, preferences and privileges of the Series AA-2 Preferred Stock.

4. For so long as any shares of Series AA-2 Preferred Stock remain outstanding, this Article V may not be amended without the unanimous approval or consent of the holders of Series AA-2 Preferred Stock.

* * *

THREE: The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the Board of Directors of this Corporation.

FOUR: The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the required vote of the shareholders of the Corporation in accordance with Section 902 and 903 of the California Corporations Code and with the Amended and Restated Articles of Incorporation of this Corporation in effect immediately prior to the Filing Date and effectiveness of amendment and restatement. There are 177,686,788 shares of Common Stock (as defined in the Prior Articles) outstanding and zero shares of Preferred Stock (as defined in the Prior Articles) outstanding. The number of shares voting in favor of the amendment and restatement equaled or exceeded the vote required which was more

than fifty percent (50%) of the 177,686,788 shares of outstanding Common Stock (as defined in the Prior Articles).

The undersigned, Patrick W. Grady, the President, Chief Executive Officer and Secretary of Rearden Commerce, Inc., declares under penalty of perjury under the laws of the State of California that the matters set out in the foregoing Certificate are true and correct of his own knowledge.

Executed at San Francisco, California on September 19, 2013.



Patrick W. Grady
President, Chief Executive Officer and Secretary

[Signature page to Amended and Restated Articles of Incorporation of Rearden Commerce, Inc.]