

FILED  
SECRETARY OF STATE

April 2, 2015

STATE OF WASHINGTON

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
AVVO, INC.

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ARTICLE I – NAME

The name of the corporation is Avvo, Inc. (the "**Corporation**").

ARTICLE II – CAPITALIZATION

A. **Classes and Series of Stock**

The Corporation is authorized to issue three classes of stock designated "**Class A Common Stock**", "**Class B Common Stock**" and "**Preferred Stock**." The total number of shares that the Corporation has authority to issue is 145,394,336, par value \$0.0001 per share. The authorized number of shares of Class A Common Stock is 60,000,000. The authorized number of shares of Class B Common Stock is 60,000,000. The Class A Common Stock and the Class B Common Stock are referred to together as the "**Common Stock**." The authorized number of shares of Preferred Stock is 25,394,336, 6,494,912 of which shall be designated as Series A Preferred Stock ("**Series A Preferred**"), 9,902,951 of which shall be designated as Series B Preferred Stock ("**Series B Preferred**"), 4,802,381 of which shall be designated as Series C Preferred Stock ("**Series C Preferred**") and 4,194,092 of which shall be designated as Series D Preferred Stock ("**Series D Preferred**"). Shares of Preferred Stock may be issued from time to time in one or more series.

Upon the acceptance of these Amended and Restated Articles of Incorporation for filing with the Washington Secretary of State (the "**Effective Time**"), each share of Common Stock of the Corporation outstanding immediately prior to the Effective Time shall, without any further action by any shareholder, be reclassified as, and shall become, one share of Class B Common Stock. Any stock certificate that immediately prior to the Effective Time represented shares of the Corporation's Common Stock shall, from and after the Effective Time, be deemed to represent the same number of shares of Class B Common Stock, without the need for surrender or exchange thereof.

B. **Rights and Preferences of Preferred Stock**

The relative rights, preferences, privileges and restrictions ("**Rights and Preferences**") granted to or imposed upon the Preferred Stock and the holders thereof are as follows in this Section B and as stated elsewhere in these Amended and Restated Articles of Incorporation.

1. **Dividends**

When, as and if declared by the Corporation's Board of Directors (the "**Board**") the holders of shares of Preferred Stock shall be entitled to receive, on a pari passu basis, dividends out of any assets legally available therefor, prior and in preference to any declaration or payment

of any dividend (other than dividends payable in any class of Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of any class of Common Stock of the Corporation, provided that an adjustment to the Series A Conversion Price (as defined below), the Series B Conversion Price (as defined below), the Series C Conversion Price (as defined below) and the Series D Conversion Price (as defined below) has been made in accordance with Section 3(d)(ii) below) on the Common Stock of the Corporation, at the rate of (a) \$0.03695 per share per annum on each outstanding share of Series A Preferred (subject to proportional adjustment in the event of any stock dividend, stock split, combinations, recapitalization, reclassification or other similar event affecting such shares), (b) \$0.08078 per share per annum on each outstanding share of Series B Preferred (subject to proportional adjustment in the event of any stock dividend, stock split, combinations, recapitalization, reclassification or other similar event affecting such shares), (c) \$0.16658 per share per annum on each outstanding share of Series C Preferred (subject to proportional adjustment in the event of any stock dividend, stock split, combinations, recapitalization, reclassification or other similar event affecting such shares) and (d) \$0.7162 per share per annum on each outstanding share of Series D Preferred (subject to proportional adjustment in the event of any stock dividend, stock split, combinations, recapitalization, reclassification or other similar event affecting such shares). Such dividends shall not be cumulative, and no right thereto shall accrue if such dividends are not declared. After satisfaction of the foregoing dividend preferences, the Preferred Stock shall be entitled to share, on an as-converted to Class B Common Stock basis (an "**As Converted Basis**"), in any dividend declared and paid with respect to the Common Stock. For the purpose of determining the legality of distributions pursuant to Section 23B.06.400(2)(b) of the Revised Code of Washington, or any successor statute, repurchases or redemptions of Common Stock may be made without reference to the amount required to satisfy the liquidation preferences set forth in Section 2 below.

## **2. Liquidation**

### **(a) Priority of Payments**

Upon a Liquidation Event (as defined below), the assets and funds legally available for distribution to shareholders of the Corporation ("**Distributable Proceeds**") shall be distributed as follows:

(i) The holders of shares of Preferred Stock then outstanding shall be entitled to be paid on a pari passu basis out of the Distributable Proceeds, before any payment is made to the holders of Common Stock by reason of their ownership thereof, an amount equal to (a) \$0.4619 per share of Series A Preferred (subject to proportional adjustment in the event of any stock dividend, stock split, combination, recapitalization, reclassification or other similar event with respect to the Series A Preferred) (the "**Series A Liquidation Amount**") plus any declared but unpaid dividends on such shares of Series A Preferred, (b) \$1.0098 per share of Series B Preferred (subject to proportional adjustment in the event of any stock dividend, stock split, combination, recapitalization, reclassification or other similar event with respect to the Series B Preferred) (the "**Series B Liquidation Amount**") plus any declared but unpaid dividends on such shares of Series B Preferred, (c) \$2.0823 per share of Series C Preferred (subject to proportional adjustment in the event of any stock dividend, stock split, combination, recapitalization, reclassification or other similar event with respect to the Series C Preferred) (the

"Series C Liquidation Amount") plus any declared but unpaid dividends on such shares of Series C Preferred and (d) \$8.9528 per share of Series D Preferred (subject to proportional adjustment in the event of any stock dividend, stock split, combination, recapitalization, reclassification or other similar event with respect to the Series D Preferred) (the "Series D Liquidation Amount") plus any declared but unpaid dividends on such shares of Series D Preferred. If, upon any such Liquidation Event, the Distributable Proceeds are insufficient to pay the holders of Series A Preferred, Series B Preferred, Series C Preferred and Series D Preferred the full amount of the Series A Liquidation Amount, the Series B Liquidation Amount, the Series C Liquidation Amount and the Series D Liquidation Amount, respectively, plus any declared but unpaid dividends thereon, then all Distributable Proceeds shall be distributed ratably among the holders of Series A Preferred, Series B Preferred, Series C Preferred and Series D Preferred in proportion to the preferential amount each such holder otherwise would have been entitled to receive under this Section 2(a)(i).

(ii) Upon the completion of the distributions to the holders of Preferred Stock as described above, the remaining Distributable Proceeds shall be distributed among the holders of Common Stock pro rata based on the number of shares of Common Stock held by each. Nothing contained in this Section 2 shall limit the right of holders of Preferred Stock to convert their shares into Class B Common Stock at any time prior to or simultaneously with the closing of a Liquidation Event, provided that shares of Preferred Stock shall not be entitled to be converted into shares of Class B Common Stock in order to participate in any Liquidation Event, or series of Liquidation Events, as shares of Class B Common Stock, without first foregoing participation in the Liquidation Event, or series of Liquidation Events, as shares of Preferred Stock.

**(b) Liquidation Events**

(i) **Definition.** For purposes of this Section 2, a "Liquidation Event" shall mean: (A) the closing of the sale, transfer or other disposition of all or substantially all of the Corporation's assets (including an exclusive license with respect to all or substantially all of the Corporation's intellectual property); (B) the consummation of a merger, share exchange or consolidation of the Corporation with or into another entity (except one in which the holders of capital stock of the Corporation as constituted immediately prior to such merger, share exchange or consolidation continue to hold a majority of the voting power of the capital stock of the Corporation or the surviving or acquiring entity (or its parent entity)); (C) the transfer, in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an underwriter of the Corporation's securities), of capital stock of the Corporation if, after such transfer, such person or group of affiliated persons would hold 50% or more of the voting power of the capital stock of the Corporation; or (D) a liquidation, dissolution or winding up of the Corporation (whether voluntary or involuntary). Notwithstanding the foregoing, (1) a transaction under (B) of the prior sentence shall not constitute a Liquidation Event if its purpose is (x) to change the state of the Corporation's incorporation, or (y) to create a holding company that will be owned in substantially the same proportions by the persons who held the Corporation's securities immediately prior to such transaction; and (2) any transaction or event otherwise constituting a Liquidation Event under this paragraph shall be deemed to be exempt from such definition if (i) the holders of a majority of the then outstanding Preferred Stock (voting together as a single voting group on an As Converted Basis) so agree by vote or written

consent and (ii) the holders of a majority of the then outstanding Series D Preferred Stock, voting as a separate series, so agree by vote or written consent.

(ii) **Valuation of Consideration.** If the consideration received in a Liquidation Event is other than cash, its value will be deemed its fair market value as determined in good faith by the Board. Any securities shall be valued as follows:

(A) Securities not subject to investment letter or other similar restrictions on free marketability:

(1) If traded on a securities exchange or a national quotation system, the value shall be deemed to be the average of the closing prices of the securities on such exchange or quotation system over the twenty trading-day period ending on the third trading day prior to the closing;

(2) 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 trading-day period ending on the third trading day prior to the closing; and

(3) If there is no active public market, the value shall be the fair market value thereof, as mutually determined by the Board and the holders of a majority of the then outstanding shares of Preferred Stock (voting together as a single voting group on an As Converted Basis).

(B) 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 Section 2(b)(ii)(A) to reflect the approximate fair market value thereof, as determined in good faith by the Board.

(C) The foregoing methods for valuing non-cash consideration to be distributed in connection with a Liquidation Event shall, upon approval by the Corporation's shareholders of the definitive agreements governing a Liquidation Event in accordance with Section 4, be superseded by any determination of such value set forth in the definitive agreements governing such Liquidation Event.

### **3. Conversion**

The holders of the Preferred Stock shall have the right to convert their shares of Preferred Stock into Class B Common Stock as provided in this Section 3.

#### **(a) Voluntary Conversion**

Subject to Section 3(c), each share of 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 the Corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Class B Common Stock as is determined by dividing the Liquidation Amount for that series of Preferred Stock by the Conversion Price (as defined below) for that

series of Preferred Stock in effect on the effective date of such conversion, as determined below. The initial Series A Preferred Conversion Price shall be equal to the Series A Liquidation Amount (the "**Series A Conversion Price**"), the initial Series B Preferred Conversion Price shall be equal to the Series B Liquidation Amount (the "**Series B Conversion Price**"), the initial Series C Preferred Conversion Price shall be equal to the Series C Liquidation Amount (the "**Series C Conversion Price**") and the initial Series D Preferred Conversion Price shall be equal to the Series D Liquidation Amount (the "**Series D Conversion Price**"). Such initial Series A Conversion Price, Series B Conversion Price, Series C Conversion Price and Series D Conversion Price (as applicable, the "**Applicable Conversion Price**") shall be subject to adjustment as set forth in Section 3(d).

**(b) Automatic Conversion**

Each share of Preferred Stock shall automatically be converted into shares of Class B Common Stock at the Applicable Conversion Price at the time in effect for such share immediately upon the earlier of (i) the date specified by the affirmative vote or consent of the holders of a majority of the outstanding shares of Preferred Stock (voting together as a single voting group on an As Converted Basis), and (ii) the effective date of the registration statement under the Securities Act of 1933, as amended (the "**Securities Act**"), with respect to an underwritten public offering of the Corporation's Class A Common Stock (a "**Qualified Public Offering**"). Notwithstanding the forgoing, no shares of Series D Preferred shall be converted into shares of Class B Common Stock pursuant to clause (i) of this Section 3(b) unless such conversion is approved by the affirmative vote or consent of the holders of a majority of the outstanding shares of Series D Preferred.

**(c) Mechanics of Conversion**

Before any holder of Preferred Stock shall be entitled to convert such shares into shares of Class B Common Stock under Section 3(a) above, such holder shall (i) either (A) surrender the certificate or certificates for the shares to be converted, duly endorsed, at the office of the Corporation or of any transfer agent for such series of Preferred Stock, or (B) notify the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and execute an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates, and (ii) give written notice to the Corporation at its principal corporate office of the election to convert such shares and shall state therein the name or names in which the certificate or certificates for the shares of Class B Common Stock issuable upon such conversion are to be issued. The 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, a certificate or certificates for the number of shares of Class B Common Stock to which such holder shall be entitled upon such conversion. Such conversion shall be deemed to have been made immediately prior to the close of business on the date on which the requirements of the first sentence of this paragraph have been satisfied with respect to the shares of such series of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Class B Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Class B Common Stock as of such date. In connection with any automatic conversion of Preferred Stock under Section 3(b) above, such conversion shall be deemed effective with respect to all shares of such Preferred Stock so

converted as of the effective date of the vote or consent referred to in clause (i) of such subsection or the effective date of the Qualified Public Offering registration statement referred to in clause (ii) of such subsection; provided, however, that if the automatic conversion is in connection with a Qualified Public Offering, 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 Qualified Public Offering, in which event the person(s) entitled to receive the shares of Class B Common Stock issuable upon conversion of such Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such sale of securities. The Corporation shall, as soon as practicable after the effective date of any automatic conversion, issue and deliver, at the Corporation's principal corporate office, to each holder of Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Class B Common Stock to which such holder shall be entitled upon such conversion, subject to any such holder first providing to the Corporation the documentation referred to in clauses (i)(A) or (i)(B) of this paragraph. The person or persons entitled to receive the shares of Class B Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Class B Common Stock as of the effective date of conversion as provided above.

**(d) Conversion Price Adjustments of Preferred Stock for Certain Dilutive Issuances, Splits and Combinations**

The Applicable Conversion Price for each series of Preferred Stock shall be subject to adjustment from time to time as follows:

**(i) Issuance of Additional Stock below Purchase Price.** If the Corporation shall issue, after the first issuance of shares of Series D Preferred (the "**Purchase Date**"), any Additional Stock (as defined below) for a consideration per share less than the Applicable Conversion Price for such series of Preferred Stock in effect immediately prior to the issuance of such Additional Stock, then, in each such case, the Applicable Conversion Price for such series of Preferred Stock in effect immediately prior to such issuance shall automatically be adjusted as set forth in this Section 3(d)(i), unless otherwise provided in this Section 3(d)(i).

**(A) Adjustment Formula.** Whenever the Applicable Conversion Price for a given series of Preferred Stock is adjusted pursuant to this Section 3(d)(i), the new Applicable Conversion Price shall be determined by multiplying the Applicable Conversion Price in effect immediately prior to the issuance of Additional Stock by a fraction, (x) the numerator of which shall be the number of shares of Common Stock outstanding (or deemed to be outstanding pursuant to Section 3(d)(i)(E) below) immediately prior to such issuance (the "**Outstanding Common**") plus the number of shares of Common Stock that the aggregate consideration received by the Corporation for such issuance would purchase at such Applicable Conversion Price; and (y) the denominator of which shall be the number of shares of Outstanding Common plus the number of shares of such Additional Stock.

**(B) Definition of Additional Stock.** For purposes of this Section 3(d)(i), "**Additional Stock**" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to Section 3(d)(i)(E)) by the Corporation after the Purchase Date, other than:

in Section 3(d)(ii) hereof;

(1) Common Stock issued pursuant to a transaction described

(2) Capital stock, or warrants or options to purchase capital stock, issued to employees, directors, consultants or other service providers of the Corporation pursuant to a stock option plan or other compensatory agreements or arrangements approved by the Board, including the Series A Director and the Series B Director;

(3) Capital stock, or warrants or options to purchase capital stock, issued in connection with bona fide acquisitions, mergers or similar transactions;

(4) Capital stock, or options or warrants to purchase capital stock, issued in connection with commercial credit arrangements, equipment financings, or similar transactions, plans or arrangements, provided that such transactions, plans or arrangements are (A) effected primarily for purposes other than raising equity capital and (B) approved by the Board, including the Series A Director and the Series B Director;

(5) Common Stock issued or issuable upon conversion of Preferred Stock;

(6) Class A Common Stock issued or issuable upon conversion of Class B Common Stock;

(7) Common Stock issued or issuable in a Qualified Public Offering;

(8) Capital stock issued or issuable upon exercise of options, warrants or convertible notes of the Corporation outstanding as of the Purchase Date; or

(9) Capital stock, or options or warrants to purchase capital stock, issued in connection with strategic collaborations, development agreements, licensing transactions or similar transactions, plans or arrangements, provided that such transactions, plans or arrangements are (A) effected primarily for purposes other than raising equity capital and (B) approved by the Board, including the Series A Director and the Series B Director.

(C) **No Fractional Adjustments.** No adjustment of the Applicable Conversion Price for a series of Preferred Stock shall be made in an amount less than one hundredth of a 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 years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three years from the date of the event giving rise to the adjustment being carried forward.

(D) **Determination of Consideration.** 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, compensations or concessions allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with the issuance and sale thereof and without deductions of any other expenses paid by the

Corporation. 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 value thereof as determined in good faith by the Board irrespective of any accounting treatment.

(E) **Deemed Issuances of Common Stock.** In the case of the issuance of options or warrants to purchase, or other rights to subscribe for, shares of Common Stock, securities by their terms convertible into or exchangeable for Common Stock (other than Class B Common Stock, which shall not be deemed "convertible" for purposes of this Section 3(d)(i)(E)), or options or warrants to purchase, or other rights to subscribe for, such convertible or exchangeable securities, the following provisions shall apply for all purposes of this Section 3(d)(i):

(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 or warrants to purchase, or other rights to subscribe for, Common Stock shall be deemed to have been issued at the time such options, warrants or rights were issued and for a consideration equal to the consideration (determined in the manner provided in Section 3(d)(i)(D)), if any, received by the Corporation upon the issuance of such options, warrants or rights plus the minimum exercise price provided in such options, warrants 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 or warrants to purchase, or other 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, warrants or rights were issued and for a consideration equal to the consideration, if any, received by the Corporation for any such securities and related options, warrants 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 the Corporation (without taking into account potential antidilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options, warrants or rights (the consideration in each case to be determined in the manner provided in Section 3(d)(i)(D)).

(3) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to the Corporation upon exercise of such options, warrants or rights or upon conversion of or in exchange for such convertible or exchangeable securities, including without limitation a change resulting from the antidilution provisions thereof, the Applicable Conversion Price for each affected series of Preferred Stock, to the extent in any way affected by or computed using such options, warrants, 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, warrants or rights or the conversion or exchange of such securities.



(4) Upon the expiration of any such options, warrants or rights, the termination of any such rights to convert or exchange or the expiration of any options, warrants or rights related to such convertible or exchangeable securities, the Applicable Conversion Price for each affected series of Preferred Stock, to the extent in any way affected by or computed using such options, warrants, rights or securities or options, warrants 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 which remain in effect) actually issued upon the exercise of such options, warrants or rights, upon the conversion or exchange of such securities or upon the exercise of the options, warrants or rights related to such securities.

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

(F) **No Increased Conversion Price.** Notwithstanding any other provisions of this Section 3(d)(i), except to the limited extent provided for in Sections 3(d)(i)(E)(3) and 3(d)(i)(E)(4), no adjustment of the Applicable Conversion Price of any series of Preferred Stock pursuant to this Section 3(d)(i) shall have the effect of increasing any such Applicable Conversion Price.

(G) **Waiver of Adjustment.** Notwithstanding anything herein to the contrary, any downward adjustment of the Applicable Conversion Price of any series of Preferred Stock may be waived, either prospectively or retroactively and either generally or in a particular instance, by the consent or vote of (1) the holders of a majority of the outstanding shares of such series of Preferred Stock, voting as a separate series, or (2) with respect to the Series A Preferred, the Series B Preferred and the Series C Preferred, the Board (including the director elected by such series of Preferred Stock, if any). Any such waiver shall bind all future holders of shares of such series of Preferred Stock.

(ii) **Stock Splits and Dividends.** In the event the Corporation should at any time or from time to time after the Purchase Date fix a record date for the effectuation of a split or subdivision of the outstanding shares of Class B Common Stock or the determination of holders of Class B Common Stock entitled to receive a dividend or other distribution payable in additional shares of Class B Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Class B Common Stock (hereinafter referred to as "**Class B Common Stock Equivalents**") without payment of any consideration by such holder for the additional shares of Class B Common Stock or the Class B Common Stock Equivalents (including the additional shares of Class B Common Stock 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 Applicable Conversion Price of each series of Preferred Stock shall be appropriately decreased so that the number of shares of Class B 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 Class B Common Stock outstanding and shares issuable with respect to Class B Common Stock Equivalents, with the

number of shares issuable with respect to Class B Common Stock Equivalents determined from time to time in the manner provided for deemed issuances in Section 3(d)(i)(E).

(iii) **Reverse Stock Splits.** If the number of shares of Class B Common Stock outstanding at any time after the Purchase Date is decreased by a reverse split or combination of the outstanding shares of Class B Common Stock, then, following the record date of such reverse split or combination, the Applicable Conversion Price of each series of Preferred Stock shall be appropriately increased so that the number of shares of Class B Common Stock issuable on conversion of each share of Preferred Stock shall be decreased in proportion to such decrease in outstanding shares of Class B Common Stock.

**(e) Other Distributions**

Subject to Section 1 above, in the event the Corporation shall declare a distribution to the holders of the outstanding shares of Class B Common Stock payable in shares of Common Stock other than Class B Common Stock or Class B Common Stock Equivalents, securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options, warrants or rights not referred to in Section 3(d)(ii), then, in each such case for the purpose of this Section 3(e), the holders of 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 Class B Common Stock of the Corporation into which their shares of Preferred Stock are convertible as of the record date fixed for the determination of the holders of Class B Common Stock of the Corporation entitled to receive such distribution.

**(f) Recapitalizations**

If at any time or from time to time there shall be a recapitalization of the Class B Common Stock (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this Section 3 or in Section 2), provision shall be made so that the holders each series of Preferred Stock shall thereafter be entitled to receive, upon conversion of such series of Preferred Stock, the number of shares of capital stock or other securities or property of the Corporation (or otherwise) to which a holder of the Class B Common Stock deliverable upon conversion of such series of Preferred Stock would have been entitled on such recapitalization if such Class B Common Stock had been outstanding at the time of such transaction. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 3 with respect to the rights of the holders of such series of Preferred Stock after the recapitalization to the end that the provisions of this Section 3 (including adjustment of the Applicable Conversion Price for such series of Preferred Stock then in effect and the number of shares issuable upon conversion of such series of Preferred Stock) shall be applicable after that event and be as nearly equivalent as practicable.

**(g) No Fractional Shares and Certificate as to Adjustments**

(i) No fractional shares shall be issued upon the conversion of any share or shares of Preferred Stock, and the number of shares of Class B Common Stock to be issued shall be rounded to the nearest whole share. With respect to any fraction of a share called for upon the conversion of Preferred Stock, an amount equal to such fraction multiplied by the then current Applicable Conversion Price for such series of Preferred Stock shall be paid in cash to the holder

otherwise entitled to receive such fractional shares, unless such payment is waived by the holders of a majority of the outstanding Preferred Stock voting together as a single voting group on an As Converted Basis (at a meeting or by written consent). The number of shares issuable to each holder upon such conversion shall be determined on the basis of the total number of shares of such series of Preferred Stock that the holder is at the time converting into Class B Common Stock and the number of shares of Class B Common Stock issuable upon such aggregate conversion.

(ii) Upon the occurrence of each adjustment or readjustment of the Applicable Conversion Price of any series of Preferred Stock pursuant to this Section 3, the 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 such series 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. The Corporation shall, upon the written request at any time of any holder of such series of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Applicable Conversion Price for such series of Preferred Stock at the time in effect, and (C) the number of shares of Class B Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of a share of such series of Preferred Stock.

**(h) Reservation of Stock Issuable upon Conversion**

The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class B Common Stock, solely for the purpose of effecting the conversion of the shares of Preferred Stock, such number of its shares of Class B Common Stock as shall from time to time be sufficient to effect the conversion of the outstanding shares of Preferred Stock. If at any time the number of authorized but unissued shares of Class B Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Class B Common Stock to such number of shares as shall be sufficient for such purposes, including without limitation engaging in reasonable efforts to obtain the requisite shareholder approval of any necessary amendment to the Corporation's Amended and Restated Articles of Incorporation.

**(i) Status of Converted or Repurchased Stock**

In the event any shares of Preferred Stock shall be converted pursuant to Section 3 hereof, or otherwise redeemed, purchased or acquired by the Corporation, the shares so converted, redeemed, repurchased or acquired shall be canceled and cease to be authorized and shall not be re-issuable by the Corporation.

**(j) Notices of Record Date**

In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to (i) receive any dividend or other distribution, (ii) receive any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, (iii) vote to approve a transaction effecting any reclassification or recapitalization of the Corporation's outstanding

capital stock or (iv) vote to approve the voluntarily liquidation or dissolution of the Corporation or any transaction deemed to be a Liquidation Event pursuant to Section 2(b), the Corporation shall provide 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, distribution or right, and the amount and character of such dividend, distribution or right. The notice provisions set forth in this Section 3(j) may be shortened or waived prospectively or retrospectively by the consent or vote of the holders of a majority of the Preferred Stock, voting together as a single voting group on an As Converted Basis.

**(k) Notices**

Any notice required by the provisions of this Section 3 to be given to the holders of shares of Preferred Stock shall be given in accordance with Section 2.5 of the Corporation's Bylaws.

**4. Protective Covenants**

**(a) Preferred Stock Protective Covenants**

In addition to any other shareholder vote that may be required by law, the Corporation shall not take any of the following actions (by amendment, merger, consolidation or otherwise) without the written consent or affirmative vote of the holders of a majority of the then outstanding shares of Preferred Stock (voting together as a single voting group on an As Converted Basis):

(i) Amend the Rights and Preferences of any series of Preferred Stock in a manner adverse to the holders thereof;

(ii) Increase or decrease the total authorized shares of Common Stock or Preferred Stock (other than decreases resulting from the conversion of Preferred Stock into Common Stock in accordance with the Amended and Restated Articles of Incorporation);

(iii) Authorize or issue, or undertake an obligation to authorize or issue (by merger, reclassification or otherwise), any equity security (including any security convertible into or exercisable for any equity security) having a preference over or being on parity with any series of Preferred Stock with respect to voting, conversion, liquidation, dividends or redemption;

(iv) Amend the Amended and Restated Articles of Incorporation or the Bylaws of the Corporation in a manner adverse to the holders of Preferred Stock;

(v) Redeem, repurchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) any shares of Preferred Stock or Common Stock, other than (i) repurchase of shares of Common Stock from employees, officers, directors, consultants or other persons performing services for the Corporation or any subsidiary pursuant to agreements approved by the Board under which the Corporation has the option to repurchase such shares at cost upon the occurrence of certain events, such as the termination of employment, or (ii)

pursuant to agreements approved by the Board under which the Corporation has the right to exercise any right of first refusal, repurchase or redemption;

(vi) Authorize or obligate the Corporation to declare or pay any dividends or distributions in respect of the Corporation's capital stock (other than a dividend payable solely in shares of Common Stock);

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

(viii) Authorize, approve or effect a Liquidation Event.

**(b) Series D Preferred Stock Protective Covenants**

In addition to any other shareholder vote that may be required by law, the Corporation shall not take any of the following actions (by amendment, merger, consolidation or otherwise) without the written consent or affirmative vote of the holders of a majority of the then outstanding shares of Series D Preferred, 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) Increase or decrease the authorized number of shares of Series D Preferred;

(ii) Amend, alter or repeal any provision of the Amended and Restated Articles of Incorporation or the Bylaws in a manner that adversely affects the Rights and Preferences of the Series D Preferred in a manner that does not similarly adversely affect each other series of Preferred Stock;

(iii) Waive the treatment of a Liquidation Event pursuant to Section 2(b)(i) hereof;

(iv) Waive the price-based antidilution provisions applicable to the Series D Preferred in Section 3(d)(i) hereof, including without limitation Section 3(d)(i)(G) hereof; or

(v) Amend the automatic conversion provisions in Section 3(b) hereof.

**5. Voting Rights**

Except as otherwise expressly provided in these Amended and Restated Articles of Incorporation or as required by law, (i) each holder of Preferred Stock shall be entitled to a number of votes equal to the number of votes that a holder of the number of whole shares of Class B Common Stock into which the shares of such series of Preferred Stock are convertible (as adjusted from time to time pursuant to Section 3 above), shall have the same voting rights as the holders of Class B Common Stock and shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws of the Corporation, and (ii) holders of Preferred Stock shall vote together with holders of Common Stock as a single voting group on all matters to be voted on by shareholders, whether at a meeting or by written consent.

**C. Rights and Preferences of Common Stock**

The relative Rights and Preferences granted to or imposed upon the Common Stock and the holders thereof are as follows in this Section C and as stated elsewhere in these Amended and Restated Articles of Incorporation.

**1. Dividends and Distributions; Subdivision or Combination; Equal Status**

**(a) Dividends**

Subject to the preferences applicable to any series of Preferred Stock outstanding at any time, shares of Class A Common Stock and Class B Common Stock shall be treated equally, identically and ratably, on a per share basis, with respect to any Distribution as may be declared by the Board from time to time with respect to the Common Stock, unless different treatment of the shares of each such class is approved by the affirmative vote of the holders of a majority of the outstanding shares of Class A Common Stock, if any, and the holders of a majority of the outstanding shares of Class B Common Stock, each voting separately as a separate voting group; provided, however, that in the event any such Distribution declared by the Board with respect to the Common Stock is paid in the form of Class A Common Stock or Class B Common Stock (or Rights to acquire such class of stock), then holders of Class A Common Stock shall receive Class A Common Stock (or Rights to acquire such stock, as the case may be) and holders of Class B Common Stock shall receive Class B Common Stock (or Rights to acquire such stock, as the case may be). Subject to the preferences applicable to any series of Preferred Stock outstanding at any time, the shares of Class A Common Stock and the shares of Class B Common Stock are entitled to the net assets of the Corporation upon dissolution in accordance with Chapter 23B.14 of the RCW.

**(b) Subdivision or Combination**

If the Corporation in any manner subdivides or combines the outstanding shares of Class A Common Stock or Class B Common Stock, the outstanding shares of the other such class will be subdivided or combined in the same proportion and manner, unless different treatment of the shares of each such class is approved by the affirmative vote of the holders of a majority of the outstanding shares of Class A Common Stock, if any, and the holders of a majority of the outstanding shares of Class B Common Stock, each voting separately as a separate voting group.

**(c) Equal Status**

Except as otherwise expressly provided in these Amended and Restated Articles of Incorporation or required by applicable law, shares of Class A Common Stock and shares of Class B Common Stock shall have the same rights and privileges and rank equally, share ratably and be identical in all respects as to all matters, unless different treatment of the shares of each such class is approved by the affirmative vote of the holders of a majority of the outstanding shares of Class A Common Stock, if any, and the holders of a majority of the outstanding shares of Class B Common Stock, each voting separately as a separate voting group. Without limiting the generality of the foregoing sentence, in connection with a Change of Control Transaction, shares of Class A Common Stock and Class B Common Stock shall be treated equally, identically and ratably, on a per share basis, with respect to any consideration into which such

shares are converted or any consideration paid or otherwise distributed in respect of such shares to shareholders of the Corporation, unless different treatment of the shares of each such class is approved by the affirmative vote of the holders of a majority of the outstanding shares of Class A Common Stock, if any, and the holders of a majority of the outstanding shares of Class B Common Stock, each voting separately as a separate voting group. Any merger or consolidation of the Corporation with or into any other entity that is not a Change of Control Transaction shall require approval by a majority of the outstanding shares of Class A Common Stock, if any, and the holders of a majority of the outstanding shares of Class B Common Stock, each voting separately as a separate voting group, unless (i) the shares of Class A Common Stock and Class B Common Stock remain outstanding and no other consideration is received in respect thereof, or (ii) such shares are converted on a pro rata basis into shares of the surviving or parent entity in such transaction having identical rights to the shares of Class A Common Stock and Class B Common Stock, respectively.

## **2. Voting Rights**

(a) Except as otherwise provided in these Amended and Restated Articles of Incorporation, or except as required by applicable law (subject to Article VI of these Amended and Restated Articles of Incorporation), the holders of Class A Common Stock and the holders of Class B Common Stock shall vote together as a single voting group on all matters submitted to a vote of holders of Common Stock.

(b) Except as otherwise expressly provided in these Amended and Restated Articles of Incorporation or required pursuant to RCW 23B.07.210(2), each holder of Class A Common Stock shall be entitled to one (1) vote for each share of Class A Common Stock held as of the applicable record date on any matter that is submitted to a vote of holders of Common Stock (including, without limitation, any matter voted on at a shareholders' meeting).

(c) Except as otherwise expressly provided in these Amended and Restated Articles of Incorporation or required pursuant to RCW 23B.07.210(2), each holder of Class B Common Stock shall be entitled to ten (10) votes for each share of Class B Common Stock held as of the applicable record date on any matter that is submitted to a vote of holders of Common Stock (including, without limitation, any matter voted on at a shareholders' meeting).

## **3. Conversion of Class B Common Stock**

### **(a) Voluntary Conversion**

(i) Each share of the Class B Common Stock shall be convertible into one fully paid and nonassessable share of Class A Common Stock at the option of the holder thereof at any time or from time to time following the closing of a Qualified Public Offering.

(ii) Before any holder of Class B Common Stock shall be entitled to convert such shares into shares of Class A Common Stock under Section 3(a)(i) above, such holder shall (i) either (A) surrender the certificate or certificates for the shares to be converted, duly endorsed, at the office of the Corporation or of any transfer agent for the Class A Common Stock or Class B Common Stock, or (B) notify the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and execute an agreement satisfactory to the

Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates, and (ii) give written notice to the Corporation at its principal corporate office of the election to convert such shares and shall state therein the name or names in which the certificate or certificates for the shares of Class A Common Stock issuable upon such conversion are to be issued. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Class B Common Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Class A Common Stock to which such holder shall be entitled upon such conversion. Such conversion shall be deemed to have been made immediately prior to the close of business on the date on which the requirements of the first sentence of this paragraph have been satisfied with respect to the shares of Class B Common Stock to be converted, and the person or persons entitled to receive the shares of Class A Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Class A Common Stock as of such date.

**(b) Automatic Conversion**

(i) On the Final Conversion Date, each share of Class B Common Stock shall automatically, without any further action, convert into one fully paid and nonassessable share of Class A Common Stock. Following such conversion, all shares of Class B Common Stock shall be canceled and cease to be authorized and shall not be re-issuable by the Corporation, and upon such cancelation, all references to Class B Common Stock in these Amended and Restated Articles of Incorporation shall be eliminated. The conversion of any then-outstanding Class B Common Stock into Class A Common Stock shall be effective on the Final Conversion Date.

(ii) At any time following the closing of a Qualified Public Offering, each share of Class B Common Stock shall automatically, without any further action, convert into one fully paid and nonassessable share of Class A Common Stock upon a Transfer of such share, other than a Permitted Transfer.

(iii) At any time following the closing of a Qualified Public Offering, each share of Class B Common Stock held of record by a natural person, other than a Founder, shall automatically, without any further action, convert into one fully paid and nonassessable share of Class A Common Stock upon the death of such shareholder. At any time following the closing of a Qualified Public Offering, each share of Class B Common Stock held of record by a Founder that is a natural person, or by a Permitted Transferee of such Founder, upon the death or Disability of the Founder shall automatically, without any further action, convert into one fully paid and nonassessable share of Class A Common Stock upon the date that is the earlier of: (A) nine (9) months after the date of the death or Disability of such Founder, and (B) the date upon which the Founder Trustee or Founder Trustees cease to hold exclusive Voting Control over such shares of Class B Common Stock.

(iv) In connection with any automatic conversion of Class B Common Stock under Section 3(b)(i), (ii) or (iii) above, such conversion shall be deemed effective with respect to all shares of such Class B Common Stock so converted without any further action on the part of the holder of such shares and shall be effective whether or not the certificates for such shares are surrendered to the Corporation. The Corporation shall, as soon as practicable after the effective date of any automatic conversion, issue and deliver, at the Corporation's principal



corporate office, to each holder of Class B Common Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Class A Common Stock to which such holder shall be entitled upon such conversion, subject to any such holder first (i) either (A) surrendering the certificate or certificates for the shares to be converted, duly endorsed, at the office of the Corporation or of any transfer agent for the Class A Common Stock or Class B Common Stock, or (B) notifying the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executing an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates, and (ii) giving written notice to the Corporation at its principal corporate office of the election to convert such shares and stating therein the name or names in which the certificate or certificates for the shares of Class A Common Stock issuable upon such conversion are to be issued. The person or persons entitled to receive the shares of Class A Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Class B Common Stock as of the effective date of conversion as provided above.

**(c) Reservation of Stock Issuable Upon Conversion**

The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of effecting the conversion of the shares of Class B Common Stock, such number of its shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Class B Common Stock into shares of Class A Common Stock.

**(d) Status of Converted or Repurchased Stock**

In the event any shares of Class B Common Stock shall be converted pursuant to Section 3 of this Section C, or otherwise redeemed, purchased or acquired by the Corporation, the shares so converted, redeemed, repurchased or acquired shall be canceled and cease to be authorized and shall not be re-issuable by the Corporation.

**(e) Procedures**

The Corporation may, from time to time, establish such policies and procedures relating to the administration of the dual class structure, including, without limitation, the issuance of stock certificates or procedures with respect to book entry systems, as it deems necessary or advisable. The Corporation may request that holders of shares of Class B Common Stock furnish affidavits, certificates or other proof to the Corporation as it deems necessary to verify the ownership of Class B Common Stock and to confirm that a conversion to Class A Common Stock has not occurred. A determination by the Secretary of the Corporation with respect to whether any sale, assignment, transfer, conveyance, hypothecation or other transfer or disposition of a share of Class B Common Stock constitutes a Transfer, or whether a Transfer results in a conversion to Class A Common Stock, shall be conclusive and binding.

**4. Definitions**

For purposes of this Section C, the following terms shall have the following meanings:

"Change of Control Transaction" means the occurrence of any of the following events:

(a) the sale, lease, exchange or other disposition (other than liens, encumbrances and the grant of security interests in the ordinary course of business and non-exclusive licenses in the ordinary course of business) by the Corporation of all or substantially all of the Corporation's property and assets (which shall for such purpose include the property and assets of any direct or indirect subsidiary of the Corporation); provided that any sale, lease, exchange or other disposition of property or assets exclusively between or among the Corporation and any direct or indirect subsidiary or subsidiaries of the Corporation shall not be deemed a "Change of Control Transaction"; or

(b) the merger or consolidation of the Corporation with or into any other corporation or entity, or the acquisition of the Corporation by means of a share exchange, other than a merger, consolidation or share exchange that would result in the voting securities of the Corporation outstanding immediately prior thereto continuing to represent, or being converted into, cancelled in consideration of obtaining the right to receive, or exchanged for, voting securities that represent, immediately following such merger, consolidation or share exchange, more than fifty percent (50%) of the total voting power of the capital stock of (i) the Corporation or the surviving entity or (ii) if the Corporation or the surviving entity is a subsidiary of another entity immediately following such merger, consolidation or share exchange, the parent entity of the Corporation or the surviving entity.

**"Disability"** means permanent and total disability such that the Founder is unable to engage in any substantial gainful activity by reason of any medically determinable mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than twelve months as determined by a licensed medical practitioner. In the event of a dispute whether the Founder has suffered a Disability, no Disability of the Founder shall be deemed to have occurred unless and until an affirmative ruling regarding such Disability has been made by a court of competent jurisdiction, and such ruling has become final and non-appealable.

**"Distribution"** means (i) any dividend or distribution of cash, property or shares of the Corporation's capital stock; and (ii) any distribution following or in connection with any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary.

**"Family Member"** means, with respect to any Qualified Shareholder who is a natural person, the spouse, domestic partner, parents, grandparents, lineal descendants, siblings and lineal descendants of siblings (in each case whether by blood relation or adoption, and including stepchildren) of such Qualified Shareholder or such Qualified Shareholder's spouse or domestic partner.

**"Final Conversion Date"** means, following the closing of a Qualified Public Offering, 5:00 p.m. in New York City, New York, on the first Trading Day falling on or after the date on which the outstanding shares of Class B Common Stock represent less than ten percent (10%) of the aggregate number of shares of Common Stock that are outstanding as of the closing of the Qualified Public Offering.

**"Founder"** means Mark Britton, as a natural living person, and any Permitted Transferee of such Founder.

**"Founder Trustee"** means, with respect to any Permitted Trust receiving or holding Founder shares of Class B Common Stock, any natural person designated or approved by such Founder and approved by resolution of not less than two-thirds of the directors then constituting the entire Board, in each case in their capacities as voting trustees pursuant to a written voting trust agreement entered into by the Founder prior to his death or Disability, contingent and effective upon the death or Disability of the Founder.

**"Permitted Entity"** means, with respect to a Qualified Shareholder, any corporation, partnership or limited liability company in which such Qualified Shareholder directly, or indirectly through one or more Permitted Transferees, owns shares, partnership interests or membership interests, as applicable, with sufficient Voting Control in the corporation, partnership or limited liability company, as the case may be, or otherwise has legally enforceable rights, such that the Qualified Shareholder retains sole dispositive power and exclusive Voting Control with respect to all shares of Class B Common Stock held of record by such corporation, partnership or limited liability company, as the case may be.

**"Permitted Transfer"** means, and is restricted to, any Transfer of a share of Class B Common Stock:

- (a) by a Qualified Shareholder that is a natural person, to the trustee of a Permitted Trust of such Qualified Shareholder;
- (b) by the trustee of a Permitted Trust of a Qualified Shareholder, to the Qualified Shareholder or the trustee of any other Permitted Trust of such Qualified Shareholder;
- (c) by a Qualified Shareholder to any Permitted Entity of such Qualified Shareholder; or
- (d) by a Permitted Entity of a Qualified Shareholder to the Qualified Shareholder or any other Permitted Entity of such Qualified Shareholder.

**"Permitted Transferee"** means a transferee of shares of Class B Common Stock received in a Transfer that constitutes a Permitted Transfer.

**"Permitted Trust"** means a bona fide trust for the benefit of a Qualified Shareholder, one or more Family Members of the Qualified Shareholder, or a Qualified Charity, in each case so long as the Qualified Shareholder has sole dispositive power and exclusive Voting Control with respect to the shares of Class B Common Stock held by such trust.

**"Qualified Charity"** means a domestic U.S. charitable organization, contributions to which are deductible for federal income, estate, gift, and generation skipping transfer tax purposes.

**"Qualified Shareholder"** means (i) the registered holder of any shares of Class B Common Stock immediately prior to the closing date of a Qualified Public Offering; (ii) the initial registered holder of any shares of Class B Common Stock that are issued by the Corporation upon conversion of the Preferred Stock or exercise of any Rights; and (iii) a Permitted Transferee.

"RCW" means the Revised Code of Washington and "RCW 23B" means Title 23B of the Revised Code of Washington (also known as the Washington Business Corporation Act).

"Rights" means any option, warrant, conversion right or contractual right of any kind to acquire shares of the Corporation's authorized but unissued capital stock.

"Securities Exchange" means, at any time, the registered national securities exchange on which the Company's Class A Common Stock is then principally listed or traded, which shall be either the New York Stock Exchange or Nasdaq Global Market (or similar national quotation system of the Nasdaq Stock Market), or any successor exchange of either such exchange.

"Trading Day" means any day on which the Securities Exchange is open for trading.

"Transfer" of a share of Class B Common Stock shall mean any sale, assignment, transfer, conveyance, hypothecation or other transfer or disposition of such share or any legal or beneficial interest in such share, whether or not for value and whether voluntary or involuntary or by operation of law, including, without limitation, a transfer of a share of Class B Common Stock to a broker or other nominee, regardless of whether or not there is a corresponding change in beneficial ownership or the transfer of, or entering into a binding agreement with respect to, Voting Control over a share of Class B Common Stock by proxy or otherwise; provided, however, that the following shall not be considered a "Transfer":

(a) the grant of a proxy to officers or directors of the Corporation at the request of the Board in connection with actions to be taken at an annual or special meeting of shareholders;

(b) the entering into a voting trust, agreement or arrangement (with or without granting a proxy) that (i) is solely with shareholders who are holders of Class B Common Stock, that (A) is disclosed either in a Schedule 13D filed with the Securities and Exchange Commission or in writing to the Secretary of the Corporation, (B) either has a term not exceeding one (1) year or is terminable by the holder of the shares subject thereto at any time, and (C) does not involve any payment of cash, securities, property or other consideration to the holder of the shares subject thereto other than the mutual promise to vote shares in a designated manner, or (ii) is approved by resolution of not less than two-thirds of the directors then constituting the entire Board;

(c) the pledge of shares of Class B Common Stock by the holder thereof that creates a mere security interest in such shares pursuant to a bona fide loan or indebtedness transaction so long as such holder continues to exercise exclusive Voting Control over such pledged shares; provided, however, that a foreclosure on such shares of Class B Common Stock or other similar action by the pledgee shall constitute a "Transfer"; or

(d) the fact that the spouse of any holder of shares of Class B Common Stock possesses or obtains a community property interest in such holder's shares of Class B Common Stock arising solely by reason of the application of the community property laws of any jurisdiction, so long as no other event or circumstance shall exist or have occurred that constitutes a "Transfer" of such shares of Class B Common Stock.

A "Transfer" shall also be deemed to have occurred with respect to a share of Class B Common Stock beneficially held by (i) an entity that is a Permitted Entity, if there occurs any act or circumstance that causes such entity to no longer be a Permitted Entity, (ii) the trustee of a Permitted Trust, if there occurs any act or circumstance that causes such trust to no longer be a Permitted Trust, or (iii) an entity that is a Qualified Shareholder, if there occurs a Transfer on a cumulative basis, from and after the closing of a Qualified Public Offering, of a majority of the voting power of the voting securities of such entity or any direct or indirect Parent of such entity, other than a Transfer to parties that are, as of the Effective Time, holders of voting securities of any such entity or Parent of such entity. "Parent" of an entity shall mean any entity that directly or indirectly owns or controls a majority of the voting power of the voting securities of such entity.

"Voting Control" with respect to a share of Class B Common Stock means the power (whether exclusive or shared) to vote or direct the voting of such share of Class B Common Stock by proxy, voting agreement, or otherwise.

### ARTICLE III -- REGISTERED OFFICE AND AGENT

The name of the registered agent of the Corporation and the address of its registered office are as follows:

CT Corporation  
505 Union Ave SE Ste 120  
Olympia, WA 98501

### ARTICLE IV -- BOARD OF DIRECTORS

1. Subject to the provisions of Article II above, the authorized number of directors constituting the Board, and the manner in which such directors are to be elected, shall be as set forth in the Corporation's Bylaws and in any voting or other agreement that may be entered into among the shareholders concerning election of directors. The right to cumulate votes in the election of directors shall not exist with respect to shares of capital stock of the Corporation.

2. The holders of Common Stock, voting as a separate voting group, shall be entitled to elect one (1) member of the Board. The holders of Series A Preferred, voting as a separate voting group, shall be entitled to elect one (1) member of the Board (the "Series A Director"). The holders of Series B Preferred, voting as a separate voting group, shall be entitled to elect one (1) member of the Board (the "Series B Director"). Any remaining members of the Board shall be elected by the holders of a majority of the outstanding Common Stock and holders of a majority of the outstanding Preferred Stock (on an As Converted Basis), each voting as separate voting groups.

3. In the case of any vacancy in the office of a director occurring among the directors elected by the holders of a series or class of stock pursuant to paragraph (2) above, the successor or successors to hold the office for the unexpired term of the director or directors whose place or places shall be vacant (or until their successor or successors have been duly

elected and qualified) shall be elected by the affirmative vote of the holders of the shares of such series or class required to elect such director pursuant to paragraph (2) above. Any director who shall have been elected by the holders of a series or class of stock pursuant to paragraph (2) above may be removed during his or her term of office, with or without cause, by the affirmative vote of the holders of the series or class of stock required to elect such director pursuant to paragraph (2) above.

4. Except as provided in this Article IV, action by a voting group to elect directors under this Article IV shall require the affirmative vote of a majority of the outstanding shares of such voting group (on an As Converted Basis, in the case of Preferred Stock).

## **ARTICLE V – NO PREEMPTIVE RIGHTS**

Shareholders of the Corporation have no statutory preemptive rights to acquire additional shares, or securities convertible into or exercisable for shares, issued by the Corporation.

## **ARTICLE VI – VOTING RIGHTS**

1. Subject to the provisions of Article II and Article IV above, holders of Common Stock and Preferred Stock shall vote together as a single voting group except to the extent otherwise required by law. Except to the extent otherwise expressly provided in these Amended and Restated Articles of Incorporation with respect voting or approval rights of a particular class or series of shares, the holders of each outstanding class or series of shares of this Corporation shall not be entitled to vote as a separate voting group (a) on any amendment to this Corporation's Amended and Restated Articles of Incorporation with respect to which such class or series would otherwise be entitled under RCW 23B.10.040(1)(a), (e) or (f) to vote as a separate voting group or (b) on any plan of merger or share exchange with respect to which such class or series would otherwise be entitled under RCW 23B.11.035 to vote as a separate voting group. To the extent holders of a class or series of shares would otherwise be entitled to vote as a separate voting group with respect to any of the foregoing, such rights are hereby expressly eliminated.

2. So long as the Corporation is not a public company, corporate action required or permitted to be approved by a shareholder vote at a meeting of shareholders may be taken without a meeting or a vote if the corporate action is approved by a single shareholder consent or multiple counterpart shareholder consents executed by shareholders holding of record, or otherwise entitled to vote, in the aggregate not less than the minimum votes that would be necessary to approve such corporate action at a meeting at which all shares entitled to vote on the corporate action were present and voted.

3. With respect to proposals presented to the shareholders for approval under RCW 23B.10.030, 23B.11.030, and 23B.12.020, in accordance with RCW 23B.07.270, and subject to the provisions of Article II, Part B, Section 4 above, this Corporation's shareholders may take action by the affirmative vote of holders of a majority of all votes entitled to be cast on the proposal within each applicable voting group.

## **ARTICLE VII – LIMITATION ON LIABILITY OF DIRECTORS**

To the fullest extent permitted by the Washington Business Corporation Act not or hereafter in force, no director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for his or her conduct as a director, which conduct takes place on or after the date this Article becomes effective, except for (a) acts or omissions that involve intentional misconduct or a knowing violation of law by the director, (b) conduct violating RCW 23B.08.310, or (c) any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled. If, after this Article becomes effective, the Washington Business Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be deemed eliminated or limited to the fullest extent permitted by the Washington Business Corporation Act, as so amended. Any amendment to or repeal of this Article shall not adversely affect any right or protection of a director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal. This provision shall not eliminate or limit the liability of a director for any act or omission occurring prior to the date this Article becomes effective.

## **ARTICLE VIII – INDEMNIFICATION OF DIRECTORS**

This Corporation shall indemnify its directors to the full extent permitted by the Washington Business Corporation Act now or hereafter in force. However, such indemnity shall not apply on account of:

- (a) Acts or omissions of the director finally adjudged to be intentional misconduct or a knowing violation of law;
- (b) Conduct of the director finally adjudged to be in violation of RCW 23B.08.310;  
or
- (c) Any transaction with respect to which it was finally adjudged that such director personally received a benefit in money, property, or services to which the director was not legally entitled.

This Corporation shall advance reasonable expenses for such persons pursuant to the terms set forth in the bylaws, or in a separate directors' resolution or contract. The Board may take such action as is necessary to carry out these indemnification and expense advancement provisions. The Corporation is expressly empowered to adopt, approve, and amend from time to time such bylaws, resolutions, contracts, or further indemnification and expense advancement arrangements as may be permitted by law, implementing these provisions. Such bylaws, resolutions, contracts or further arrangements shall include but not be limited to implementing the manner in which determinations as to any indemnity or advancement of expenses shall be made. No amendment or repeal of this Article shall apply to or have any effect on any right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal.

## ARTICLE IX – AMENDMENT OF ARTICLES

1. The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Amended and Restated Articles of Incorporation in any manner now or hereafter permitted or prescribed by law, and all rights of shareholders set forth herein are subject to this reserved power.

2. At any time following the closing of a Qualified Public Offering, the provisions in the following sections or Articles listed in this Section 2 may be amended or repealed only upon the affirmative vote of the holders of a majority of the outstanding shares of Class A Common Stock and the holders of a majority of the outstanding shares of Class B Common Stock, each voting separately as a separate voting group:

Section C of Article II ("Rights and Preferences of Common Stock")

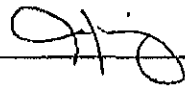
Section 2 of Article IX ("Amendment of Articles")

\* \* \*



These Amended and Restated Articles of Incorporation are executed by the corporation by its duly authorized officer.

Dated: April 1, 2015.

  
\_\_\_\_\_  
Joshua King  
Secretary