

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
AVVO, INC.

FILED
SECRETARY OF STATE

APR 16 2007

STATE OF WASHINGTON

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 two classes of stock designated "Common Stock" and "Preferred Stock." The total number of shares that the Corporation has authority to issue is 66,694,912, par value \$0.0001 per share. The authorized number of shares of Common Stock is 50,000,000. The authorized number of shares of Preferred Stock is 16,694,912, 6,494,912 of which shall be designated as Series A Preferred Stock ("Series A Preferred") and 10,200,000 of which shall be designated as Series B Preferred Stock ("Series B Preferred"). Shares of Preferred Stock may be issued from time to time in one or more series.

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 Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock of the Corporation, provided that an adjustment to the Series A Conversion Price (as defined below) and the Series B 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) and (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). 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 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 and (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. If, upon any such Liquidation Event, the Distributable Proceeds are insufficient to pay the holders of Series A Preferred and Series B Preferred the full amount of the Series A Liquidation Amount and the Series B 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 and Series B Preferred in proportion to the preferential amount each such holder otherwise would have been entitled to receive.

(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 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 Common Stock in order to participate in any Liquidation Event, or series of Liquidation Events, as shares of 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 at least 50% of the voting power of the capital stock of the Corporation or the surviving or acquiring entity (or its parent entity)); or (C) 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 (x) the holders of at least 60% 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 or (y) the Board, including the Series A Director and the Series B Director (each as defined below) specifically approves the transaction or event as an exempt transaction or event from the definition of a Liquidation Event.

(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 at least 60% 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 Company's shareholders of the definitive agreements governing a Liquidation Event in accordance with Article II, 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 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 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**"), and the initial Series B Preferred Conversion Price shall be equal to the Series B Liquidation Amount (the "**Series B Conversion Price**"). Such initial Series A Conversion Price and Series B 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 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 at least 60% 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 Common Stock in which the public offering price results in gross proceeds to the Corporation of at least \$30,000,000 (a "**Qualified Public Offering**").

(c) Mechanics of Conversion

Before any holder of Preferred Stock shall be entitled to convert such shares into shares of 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 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 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

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. 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 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 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 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 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 B 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:

(1) Common Stock issued pursuant to a transaction described in Section 3(d)(ii) hereof;

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

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

(8) 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 which 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, 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 the holders of (1) a majority of the outstanding shares of such series of Preferred Stock or (2) 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 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 the Common Stock Equivalents (including the additional shares of 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 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 shares issuable with respect to 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 Section 3(d)(i)(E).

(iii) **Reverse Stock Splits.** If the number of shares of Common Stock outstanding at any time after the Purchase Date is decreased by a reverse split or combination of the outstanding shares of 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 Common Stock issuable on conversion of each share of Preferred Stock shall be decreased in proportion to such decrease in outstanding shares of Common Stock.

(e) Other Distributions

Subject to Section 1 above, in the event the Corporation shall declare a distribution payable in 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 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 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 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 Common Stock deliverable upon conversion of such series of Preferred Stock would have been entitled on such recapitalization if such 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 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 at least 60% 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 Common Stock and the number of shares of 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 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 Common Stock, solely for the purpose of effecting the conversion of the shares of Preferred Stock, such number of its shares of 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 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 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) Reserved.

(k) 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, dissolution or winding up of the Corporation pursuant to Article II, Section 2(d), 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 may be shortened or waived prospectively or retrospectively by the consent or vote of the holders of at least 60% of the Preferred Stock, voting together as a single voting group on an As Converted Basis.

(I) 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

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 at least 60% of the then outstanding shares of Preferred Stock (voting together as a single voting group on an As Converted Basis):

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

(b) 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);

(c) 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;

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

(e) 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;

(f) 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);

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

- (h) Authorize, approve or effect a Liquidation Event.

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 whole shares of 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 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.

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
520 Pike Street, Suite 2610
Seattle, WA 98101

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 at least 60% 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 be entitled to one vote per share (on an as converted basis) on each matter to be voted on, and 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 the Preferred Stock or particular series of Preferred Stock, 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. Any action required or which may be taken at a meeting of shareholders of the Corporation may be taken without a meeting or a vote if, pursuant to the bylaws, either (a) the action is taken with the prior written consent of all shareholders entitled to vote; or (b) the action is taken with the written consent of shareholders holding of record, or otherwise entitled to vote in the aggregate, not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote on the action were present and voted, and at the time the action is taken the Corporation does not have capital stock registered with the Securities and Exchange Commission pursuant to Section 12 of the Securities Exchange Act of 1934, as amended. Notice of any such action shall be given to nonconsenting or nonvoting shareholders at least one day before the date on which such action becomes effective.

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, 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

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.

* * *

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

Dated: April 13, 2007

A handwritten signature in black ink, appearing to read 'Mark S. Britton', written over a horizontal line.

Mark S. Britton
Chief Executive Officer and President

**CERTIFICATE ACCOMPANYING
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
AVVO, INC.**

Pursuant to the provisions of RCW 23B.10.070 of the Washington Business Corporation Act, the undersigned, as the President and Chief Executive Officer of Avvo, Inc., a Washington corporation, hereby certifies as follows:

1. The name of the Corporation is: Avvo, Inc.
2. The existing Restated Articles of Incorporation are amended and restated in their entirety as set forth in the foregoing Amended and Restated Articles.
3. The date of adoption of the Amended and Restated Articles is April 12, 2007.
4. The Amended and Restated Articles were duly adopted by the Board of Directors of the Corporation in accordance with the provisions of RCW 23B.10.030.
5. The date of approval of the Amended and Restated Articles by the Corporation's shareholders entitled to vote thereon is April 13, 2007.
6. The Amended and Restated Articles were unanimously approved by the shareholders in accordance with the provisions of RCW 23B.10.030 and RCW 23B.10.040.

DATED this 13 day of April, 2007.

AVVO, INC.

By: 

Mark S. Britton,
President and Chief Executive Officer