

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "J2 GLOBAL, INC.", CHANGING ITS NAME FROM "J2 GLOBAL, INC." TO "ZIFF DAVIS, INC.", FILED IN THIS OFFICE ON THE SIXTH DAY OF OCTOBER, A.D. 2021, AT 7:26 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE SEVENTH DAY OF OCTOBER, A.D. 2021 AT 8:05 O'CLOCK A.M.



A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

5542070 8100
SR# 20213448614

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204346174
Date: 10-06-21

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:26 PM 10/06/2021
FILED 07:26 PM 10/06/2021
SR 20213448614 - File Number 5542070

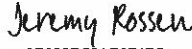
**CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
J2 GLOBAL, INC.**

J2 Global, Inc., a Delaware corporation (the "Corporation"), does hereby certify that:

1. The current legal name of the Corporation is J2 Global, Inc.
2. Article FIRST of the Amended and Restated Certificate of Incorporation of the Corporation shall be amended by deleting the name "J2 Global, Inc." and replacing therefor with the name "Ziff Davis, Inc."
3. The foregoing amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.
4. This Certificate of Amendment shall become effective as of 8:05 a.m. Eastern Time on October 7, 2021.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment as of the 6th day of October, 2021.

J2 GLOBAL, INC.

DocuSigned by:

By: _____
Name: Jeremy Rossen
Title: Executive Vice President, General Counsel
and Secretary

ZIFF DAVIS, LLC
700 S. Flower Street, 15th Floor
Los Angeles, California 90017

October 6, 2021

Delaware Secretary of State
John G. Townsend Bldg.
401 Federal St., Suite 4
Dover, Delaware 19901

Re: *Ziff Davis, Inc. – Consent to Use of Name*

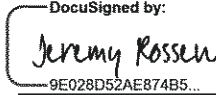
Dear Sir or Madam:

We hereby approve and consent to the use of the name of Ziff Davis, Inc. (the “**Company**,” which is currently named J2 Global, Inc.). The Company has submitted a Certificate of Amendment to the Amended and Restated Certificate of Incorporation of J2 Global, Inc. to the Delaware Secretary of State. The Company is affiliated with Ziff Davis, LLC.

Thank you for your assistance.

Sincerely,

Ziff Davis, LLC

By: 
Name: Jeremy Rossen
Title: Secretary

Delaware

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*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF AMENDMENT OF "J2 GLOBAL, INC.",
FILED IN THIS OFFICE ON THE FIFTH DAY OF SEPTEMBER, A.D. 2019,
AT 7:47 O`CLOCK P.M.*

*A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.*


Jeffrey W. Bullock, Secretary of State

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SR# 20196897189

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203564282
Date: 09-10-19

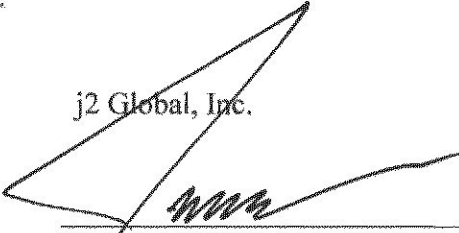
**CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
j2 GLOBAL, INC.**

j2 Global, Inc., a corporation organized and existing under the Laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1. The current legal name of the Corporation is j2 Global, Inc.
2. Article FIRST of the Amended and Restated Certificate of Incorporation of the Corporation shall be amended by deleting the name "j2 Global, Inc." and replacing therefor with the name "J2 Global, Inc."
3. The foregoing amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.
4. This Certificate of Amendment shall become effective as of 4:30 pm Eastern Time on September 5, 2019.

IN WITNESS WHEREOF, the undersigned officer of the Corporation has executed this Certificate as of this 5th day of September, 2019.

j2 Global, Inc.

By: 
Title: Executive Vice President, General
Counsel and Secretary

Delaware

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I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "J2 GLOBAL HOLDINGS, INC.", CHANGING ITS NAME FROM "J2 GLOBAL HOLDINGS, INC." TO "J2 GLOBAL, INC.", FILED IN THIS OFFICE ON THE TENTH DAY OF JUNE, A.D. 2014, AT 3:57 O'CLOCK P.M.

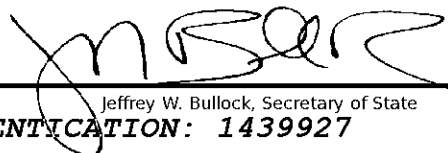
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE TENTH DAY OF JUNE, A.D. 2014, AT 4:07 O'CLOCK P.M.

5542070 8100

140819090




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1439927

DATE: 06-10-14

**CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
j2 GLOBAL HOLDINGS, INC.**

j2 Global Holdings, Inc., a corporation organized and existing under the Laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1. The name of the Corporation is j2 Global Holdings, Inc.
2. Article FIRST of the Amended and Restated Certificate of Incorporation of the Corporation shall be amended by deleting the name "j2 Global Holdings, Inc." and replacing therefor the name "j2 Global, Inc."
3. The foregoing amendments were duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.
4. This Certificate of Amendment shall become effective as of 4:07 p.m. Eastern Time on June 10th, 2014.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned officer of the Corporation has executed this Certificate as of this 10th day of June, 2014.

j2 GLOBAL HOLDINGS, INC.



By: Jeffrey D. Adelman
Title: Vice President, General Counsel and
Secretary

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "J2 GLOBAL HOLDINGS, INC.", FILED IN THIS OFFICE ON THE TENTH DAY OF JUNE, A.D. 2014, AT 2:04 O'CLOCK P.M.

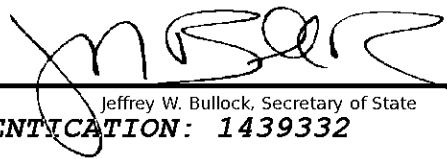
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



5542070 8100

140817964

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1439332

DATE: 06-10-14

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
j2 GLOBAL HOLDINGS, INC.**

j2 GLOBAL HOLDINGS, INC., a corporation organized and existing under the laws of the state of Delaware (the "Corporation") hereby certifies that:

1. The name of the Corporation is j2 Global Holdings, Inc.
2. The date of filing of the Corporation's original Certificate of Incorporation was May 29, 2014.
3. The Amended and Restated Certificate of Incorporation of the Corporation as provided in Exhibit I hereto was duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware by the Board of Directors of the Corporation.
4. Pursuant to Sections 242 and 245 of the Delaware General Corporation Law, approval of the stockholder of the Corporation has been obtained.
5. The Amended and Restated Certificate of Incorporation so adopted reads in full as set forth in Exhibit I attached hereto and is hereby incorporated by reference.

IN WITNESS WHEREOF, the undersigned has signed this certificate this 10th day of June, 2014, and hereby affirms and acknowledges under penalty of perjury that the filing of this Amended and Restated Certificate of Incorporation is the act and deed of j2 Global Holdings, Inc.

j2 Global Holdings, Inc.

By



Jeffrey D. Adelman
President

EXHIBIT I

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

j2 GLOBAL HOLDINGS, INC.

FIRST. The name of the Corporation is j2 Global Holdings, Inc.

SECOND. The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.

THIRD. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. (a) The total number of shares of all classes of stock which the Corporation shall have authority to issue is 96,000,000, of which 95,000,000 shares of the par value of \$0.01 per share shall be designated as Common Stock and 1,000,000 shares of the par value of \$0.01 per share shall be designated as Preferred Stock. Shares of Preferred Stock may be issued in one or more series from time to time by the board of directors, and the board of directors is expressly authorized to fix by resolution or resolutions the designations and the powers, preferences and rights, and the qualifications, limitations and restrictions thereof, of the shares of each series of Preferred Stock, including without limitation the following:

(i) the distinctive serial designation of such series which shall distinguish it from other series;

(ii) the number of shares included in such series;

(iii) the dividend rate (or method of determining such rate) payable to the holders of the shares of such series, any conditions upon which such dividends shall be paid and the date or dates upon which such dividends shall be payable;

(iv) whether dividends on the shares of such series shall be cumulative and, in the case of shares of any series having cumulative dividend rights, the date or dates or method of determining the date or dates from which dividends on the shares of such series shall be cumulative;

(v) the amount or amounts which shall be payable out of the assets of the Corporation to the holders of the shares of such series upon voluntary or involuntary liquidation, dissolution or winding up the Corporation, and the relative rights of priority, if any, of payment of the shares of such series;

(vi) the price or prices at which, the period or periods within which and the terms and conditions upon which the shares of such series may be redeemed, in whole or in part, at the option of the Corporation or at the option of the holder or holders thereof or

upon the happening of a specified event or events;

(vii) the obligation, if any, of the Corporation to purchase or redeem shares of such series pursuant to a sinking fund or otherwise and the price or prices at which, the period or periods within which and the terms and conditions upon which the shares of such series shall be redeemed or purchased, in whole or in part, pursuant to such obligation;

(viii) whether or not the shares of such series shall be convertible or exchangeable, at any time or times at the option of the holder or holders thereof or at the option of the Corporation or upon the happening of a specified event or events, into shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation, and the price or prices or rate or rates of exchange or conversion and any adjustments applicable thereto; and

(ix) whether or not the holders of the shares of such series shall have voting rights, in addition to the voting rights provided by law, and if so the terms of such voting rights.

Subject to the rights of the holders of any series of Preferred Stock, the number of authorized shares of any class or series of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote thereon, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of Delaware or any corresponding provision hereafter enacted.

(b) The Board of Directors has provided for the issuance of Preferred Stock of the Corporation with the designations and the powers, preferences and rights, and the qualifications, limitations and restrictions set forth in Exhibit A and Exhibit B hereto.

FIFTH. The board of directors of the Corporation is expressly authorized to adopt, amend or repeal by-laws of the Corporation.

SIXTH. Elections of directors need not be by written ballot except and to the extent provided in the by-laws of the Corporation.

SEVENTH. A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that such exemption from liability or limitation thereof is not permitted under the Delaware General Corporation Law as currently in effect or as the same may hereafter be amended. No amendment, modification or repeal of this Article SEVENTH shall adversely affect any right or protection of a director that exists at the time of such amendment, modification or repeal.

EXHIBIT A

RIGHTS, PREFERENCES, PRIVILEGES AND RESTRICTIONS

OF

SERIES A PREFERRED STOCK

OF

j2 GLOBAL HOLDINGS, INC.

RESOLVED, that the Board of Directors of j2 Global Holdings, Inc., a Delaware corporation (the “Corporation”), does hereby designate 6,000 shares of preferred stock, par value \$0.01 per share, of the Corporation as Series A Preferred Stock, with the powers, preferences and rights, and the qualifications, limitations and restrictions set forth on Annex A as follows:

1. Designation. The distinctive serial designation of the series is “Series A Preferred Stock” (“Series A”). Each share of Series A shall be identical in all respects to every other share of Series A.
2. Number of Shares. The number of shares of Series A shall be 6,000. Such number may from time to time be increased (but not in excess of the total number of authorized shares of Preferred Stock) or decreased (but not below the number of shares of Series A then outstanding) by the Board of Directors of the Corporation.
3. Definitions. As used herein with respect to Series A:
 - (a) “Affiliate” of any Person means those other Persons that, directly or indirectly, control, are controlled by or are under common control with such Person; for purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” or “under common control with”), as applied to any Person, means the possession, directly or indirectly, of (i) ownership or control of, or power to vote, 25% or more of the outstanding shares of any class of voting securities of such Person or (ii) control, in any manner, over the election of a majority of the directors, trustees or general partners (or individuals exercising similar functions) of such Person.
 - (b) “Applicable Redemption Price” means: (i) in the event the redemption occurs in connection with a Liquidity Event, a price per share of Series A equal to a portion of the enterprise value for Ziff Davis, LLC (or its successor) implied by such transaction that would be attributable to the pro rata portion of the Minority Portion represented by such share of Series A and assuming that the then Outstanding Notional Senior Preferred Amount represented obligations of Ziff Davis, LLC (or its successor) senior to the Series A and that all then outstanding shares of Series A and the then Outstanding Notional Preferred Amount represented parity obligations of Ziff Davis, LLC (or its successor), but in no event in an amount that would exceed the Redemption Cap Amount; and (ii) in the event of a redemption by the Corporation pursuant to Section 6(b) not in connection with a Liquidity Event, the Redemption Cap Amount as of the redemption date. All determinations with respect to the Applicable Redemption Price,

including, without limitation, whether a redemption is in connection with a Liquidity Event, the value of Ziff Davis, LLC implied by any Liquidity Event, the portion thereof that would be attributable to the Series A, and the appropriate adjustment to be made to any enterprise value implied by a transaction, spin-off or initial public offering to account for the Series A Preferred Stock, the Outstanding Notional Senior Preferred Amount and the Outstanding Notional Preferred Amount, shall be determined by the Board of Directors of the Corporation in its sole good faith judgment.

(c) “Business Day” means any day other than a Saturday, a Sunday, federal holiday or a day on which banks in the State of California or New York are authorized or obligated by law to close.

(d) “Common Stock” means the common stock, par value \$0.01 per share, of the Corporation.

(e) “j2 Available Assets,” as of any particular time, means the amount, expressed in U.S. dollars, equal to the assets of the j2 Group legally available for distribution to the holders of the Corporation’s capital stock as of such time, as determined by the Board of Directors of the Corporation in its sole good faith judgment.

(f) “j2 Group” means the Corporation and its subsidiaries (together with any of their predecessors or successors) other than the ZD Group.

(g) “Junior Stock” means the Series B Preferred Stock and the Common Stock and any other class or series of capital stock or any securities convertible into shares of any class or series of capital stock of the Corporation hereafter authorized over which Series A has preference or priority in the distribution of assets on any liquidation, dissolution or winding up of the Corporation (but only in an amount up to the ZD Available Assets as of the relevant time).

(h) “Liquidity Event” means (i) a sale of at least a majority of the equity interests in Ziff Davis, LLC (or its successor), whether by merger of Ziff Davis, LLC, sale of such equity interests or similar transaction, to a Person other than the Corporation or one of its Affiliates, (ii) a sale of all or substantially all of the assets of the ZD Group to a Person other than the Corporation or one of its Affiliates, (iii) any distribution of at least a majority of the equity interests in Ziff Davis, LLC or its successor to the holders of Common Stock or any similar transaction or (iv) the consummation of an initial public offering of equity interests of Ziff Davis, LLC (or its successor) representing at least 20% of its common equity interests after giving effect to such offering; provided that, for the avoidance of doubt, a Liquidity Event shall not be deemed to have occurred by virtue of any such transaction occurring with respect to the j2 Group or any member thereof.

(i) “Maximum Distribution,” as of any particular time, means the lesser of (i) the j2 Available Assets at such time and (ii) the Minority Portion of the ZD Available Assets at such time.

(j) “Merger” means the merger of Ziff Davis, Inc. with and into Ziff Davis, LLC, with Ziff Davis, LLC surviving the merger.

(k) “Minority Portion,” as of any particular time, means 2.4449%, representing a notional percentage membership interest in Ziff Davis, LLC, as such percentage may be adjusted from time to time by the Board of Directors of the Corporation, in its sole good faith judgment, to reflect the fair market value of additional contributions by the Corporation to Ziff Davis, LLC, or under such other circumstances as the Board of Directors determines appropriate in its sole good faith judgment to reflect the economic substance of any other event or circumstance.

(l) “Outstanding Notional Preferred Amount,” as of any particular time, means the notional amount of \$202,081,651.04. In connection with the determination of the Applicable Redemption Price, such notional amount shall be increased at the annual rate of 15% of such amount, compounded quarterly, on March 31, June 30, September 30 and December 31 of each year with respect to the quarterly period (or portion thereof) ending on the date preceding such quarterly period end date minus an amount equal to the product of (i) 97.5551% and (ii) the quotient obtained by dividing the aggregate amount of dividends paid on the Series A shares to such date under Section 4(a) by 2.4449%. The amount for any given quarterly period shall be computed by dividing the annual 15% rate by 4.

(m) “Outstanding Notional Senior Preferred Amount,” as of any particular time, means the notional amount of \$107,133,180.64. Such notional amount shall be increased at the annual rate of 9.05% of such amount, compounded quarterly, on March 31, June 30, September 30 and December 31 of each year with respect to the quarterly period (or portion thereof) ending on the date preceding such quarterly period end date. The amount for any given quarterly period shall be computed by dividing the annual 9.05% rate by four. Such notional amount shall be reduced by the amount of any distributions by Ziff Davis, LLC to the Corporation in respect of such notional amount prior to the applicable time.

(n) “Parity Stock” means any class or series of capital stock or any securities convertible into shares of any class or series of capital stock of the Corporation that ranks on a parity with Series A in the distribution of assets on any liquidation, dissolution or winding up of the Corporation (but only in an amount up to the ZD Available Assets, as of the relevant time).

(o) “Person” means an individual, a corporation, a general or limited partnership, a limited liability company, a joint stock company, an association, a trust or any other entity or organization, including a government, a political subdivision or an agency or instrumentality thereof.

(p) “Redemption Cap Amount” means, with respect to any share of Series A and as of any particular time, the Stated Value increased at the annual rate of 15% of the Stated Value compounded quarterly on March 31, June 30, September 30 and December 31 of each year (or portion thereof) beginning March 31, 2014 and decreased by the amount of any dividends paid with respect to such share pursuant to Section 4(a). The amount for any given quarterly period shall be computed by dividing the annual 15% rate by 4.

(q) “Senior Stock” means any class or series of capital stock or any securities convertible into shares of any class or series of capital stock of the Corporation that ranks prior

to Series A in the distribution of assets on any liquidation, dissolution or winding up of the Corporation (but only in an amount up to the ZD Available Assets as of the relevant time).

(r) “Series B Preferred Stock” means the preferred stock, par value \$0.01 per share, of the Corporation designated as Series B Preferred Stock.

(s) “Stated Value,” with respect to any share of Series A, means \$1,000.

(t) “ZD Available Assets,” as of any particular time, means the amount, expressed in U.S. dollars, equal to (i) the assets of the ZD Group legally available for distribution to the Corporation, as determined by the Board of Directors of the Corporation in its good faith judgment, less (2) the then current Outstanding Notional Senior Preferred Amount.

(u) “ZD Group” means Ziff Davis, LLC and its subsidiaries after the effective time of the Merger (together with any of their predecessors or successors).

(v) “Ziff Davis, LLC” means Ziff Davis, LLC, a Delaware limited liability company.

(w) “Ziff Davis, Inc.” means Ziff Davis, Inc., a Delaware corporation.

4. Dividends.

(a) Dividends. In the event that Ziff Davis, LLC declares or pays any dividends or distributions on its membership interests (other than the ZD Permitted Distributions (as defined below)), then the Corporation shall also declare and pay in respect of the Series A shares, at the same time that Ziff Davis, LLC declares and pays such dividends or distributions to the holders of the membership interests in Ziff Davis, LLC, a dividend of the same type as any such dividend or other distribution, whether cash, in kind or other property in an amount equal to 2.4449% of such dividend or other distribution, but in any event only to the extent that such dividend, when considered together with all prior dividends paid under this Section 4(a), would not represent a dividend rate on the Stated Value in excess of 15% compounded quarterly on each March 31, June 30, September 30 and December 31 of each year beginning March 31, 2014 (the amount for any given quarterly period shall be computed by dividing the annual 15% rate by four); provided that any such distribution will only be made to the extent that the aggregate amount of such distributions does not exceed the Maximum Distribution at such time. All dividends paid with respect to shares of Series A shall be paid pro rata to the holders entitled thereto.

(b) ZD Permitted Distributions. Notwithstanding anything contained herein to the contrary, Ziff Davis, LLC shall be entitled to declare and pay to the Corporation in respect of its membership interests in Ziff Davis, LLC the following distributions (the “ZD Permitted Distributions”):

- i. priority distributions to the extent of the amount of any additional capital contribution or any dividends with respect thereto made by any member of the j2 Group to Ziff Davis, LLC following the Merger; and

- ii. priority distributions to the extent of the Outstanding Notional Senior Preferred Amount.

5. Liquidation Rights.

(a) Liquidation. Except as described in this Section 5, the holders of Series A shall have no right to a distribution of ZD Available Assets in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation (a “Liquidation Event”). Upon the occurrence of a Liquidation Event, the Corporation will first pay or provide for the payment of the debts and other liabilities of the Corporation. Thereafter, holders of Series A shall be entitled, before any distribution or payment out of the ZD Available Assets may be made to or set aside for the holders of any Junior Stock but after the payment in full of the liquidation preference of any Senior Stock, to receive an amount per share of Series A equal to a portion of the enterprise value for Ziff Davis, LLC (or its successor) that would be attributable to the pro rata portion of the Minority Portion represented by such share of Series A and assuming that the then Outstanding Notional Senior Preferred Amount represented obligations of Ziff Davis, LLC (or its successor) senior to the Series A and that all then outstanding shares of Series A and the then Outstanding Notional Preferred Amount represented parity obligations of Ziff Davis, LLC (or its successor), but in no event in an amount that would exceed the Redemption Cap Amount; provided that any such distribution will only be made to the extent that the aggregate amount of such distributions does not exceed the Maximum Distribution at such time.

(b) Partial Payment. If the Minority Portion of the ZD Available Assets is insufficient to pay in full the amount set forth in Section 5(a) to all holders of Series A and the liquidation preference to all holders of any Parity Stock, the amounts paid to the holders of Series A and to the holders of all Parity Stock shall be pro rata in accordance with the respective aggregate liquidation preferences of Series A and all such Parity Stock.

(c) Merger, Consolidation and Sale of Assets Not Liquidation. For purposes of this Section 5, the merger or consolidation of the Corporation with any other corporation or entity, including a merger in which the holders of Series A receive cash or property for their shares, or the sale of all or substantially all of the assets of the Corporation, shall not be deemed to constitute a liquidation, dissolution or winding up of the Corporation.

6. Redemption.

(a) Mandatory Redemption. At any time after January 2, 2019, upon the occurrence of a Liquidity Event (such date, the “Mandatory Redemption Date”), the Corporation shall redeem all outstanding shares of Series A without any requirement of any notice to such holders at a price per share equal to the Applicable Redemption Price plus any accrued and unpaid dividends; provided that any such redemption will only be paid to the extent that the aggregate Applicable Redemption Price in respect of all shares of Series A does not exceed the Maximum Distribution at such time. If, on the Mandatory Redemption Date, the Corporation does not have sufficient ZD Available Assets to pay the aggregate Applicable Redemption Price with respect to all shares of Series A then outstanding, the Corporation shall redeem such number of shares of Series A with respect to which there are sufficient ZD Available Assets

therefor, pro rata among all holders of Series A, and thereafter, the Corporation shall pay the Applicable Redemption Price with respect to any shares of Series A for which payment has not been made on the Mandatory Redemption Date on the first day on which it has sufficient ZD Available Assets therefor.

(b) Optional Redemption. So long as a sum sufficient for the payment thereof has been set aside, the Corporation, at the option of the Board of Directors, may redeem all but not less than all of the shares of Series A at the time outstanding (whether in connection with a Liquidity Event or otherwise), at any time prior to the Mandatory Redemption Date, upon notice as provided in this Section 6 at a price per share equal to the Applicable Redemption Price plus any accrued and unpaid dividends.

(c) Notice. Notice of any optional redemption of Series A shall be mailed by first class mail, postage prepaid, addressed to the holders of record of Series A at their respective last addresses appearing on the books of the Corporation. Such mailing shall be at least 10 days and not more than 60 days before the date fixed for redemption. Any notice mailed as provided in this Section 6(c) shall be conclusively presumed to have been duly given, whether or not the holder receives such notice, but failure duly to give such notice by mail, or any defect in such notice or in the mailing thereof, to any holder of shares of Series A shall not affect the validity of the proceedings for the redemption of any shares of Series A.

(d) Effectiveness of Redemption. If notice of redemption has been duly given if required by this Section 6, and if all funds necessary for the redemption have been set aside by the Corporation, separate and apart from its other funds, in trust for the benefit of the holders of Series A, so as to be and continue to be available therefor, then, notwithstanding that any certificate for any share so called for redemption has not been surrendered for cancellation, on and after the redemption date all shares of Series A called for redemption shall cease to be outstanding and all rights with respect to such shares shall forthwith on such redemption date cease and terminate, except the right of the holders thereof to receive the amount payable on such redemption. Any funds unclaimed at the end of three years from the redemption date shall, to the extent permitted by law, be released to the Corporation, after which time the holders of the shares so called for redemption shall look only to the Corporation for payment of the redemption price of such shares.

7. Voting and Other Rights.

(a) Certain Actions. Notwithstanding anything contained herein to the contrary, any transaction to which the Corporation is a party, and any amendment to this Certificate of Designation, that does, or would reasonably be expected to, (i) reduce the Redemption Cap Amount, (ii) reduce the percentage of any distribution by Ziff Davis, LLC to be paid in respect of the Series A shares or waive any right to receive any such dividend as set forth in Section 4(a), (iii) change or waive any redemption obligations of the Corporation with respect to Series A, or (iv) result in the payment of all or any portion of the Applicable Redemption Price in the form of anything other than cash except in such circumstances under which the Corporation would have been entitled to exercise its drag-along rights under Section 3.01 of the Stockholders Agreement, dated as of November 9, 2012 shall require the affirmative vote or

consent of holders of Series A or their permitted successors or assigns, holding a majority of the then outstanding shares of Series A.

(b) Voting Rights. Any amendment or alteration of the certificate of incorporation of the Corporation to authorize or create, or increase the authorized amount of, any Senior Stock that is senior to the Series A in right of distribution with respect to ZD Available Assets shall require the affirmative vote or consent of holders of Series A or their permitted successors or assigns, holding a majority of the then outstanding shares of Series A. Except as expressly required by law, Section 7(a), the previous sentence and the next sentence, the Series A shall have no voting rights either as a separate class or series of capital stock or together with any other class or series of capital stock. The Corporation will not, without the written consent or affirmative vote of holders of at least a majority of the then outstanding shares of Series A, amend, alter or repeal (by merger, consolidation or otherwise) any terms or provisions of this Certificate of Designation so as to affect adversely in any material respect the rights, powers, preferences, limitations or restrictions of the Series A; provided, however, that no such vote or consent of the holders of Series A shall be required under this sentence or the first sentence of Section 7(b) if provision is made for the redemption of all shares of Series A at the time outstanding at or before the time when such amendment, alteration or repeal is to take effect or when such authorization, creation or increase in the authorized amount of any Senior Stock is to be made or when such merger or consolidation is to take effect, as the case may be; and provided, further, that if any such amendment, alteration or repeal would affect adversely the voting powers, preferences or special rights of Series A and any other series of the Preferred Stock similarly entitled to vote upon the matters specified herein in substantially the same manner, it shall be sufficient if the holders of Series A and all such other series so adversely affected vote thereon together as a single class, regardless of series. None of the following will be deemed to adversely affect such rights, powers, preferences, limitations or restrictions: (i) increases in the amount of the authorized Common Stock or Preferred Stock; (ii) increases or decreases in the number of shares of any Parity Stock or Junior Stock; (iii) the authorization, creation and issuance of other classes or series of capital stock (or securities convertible or exchangeable into such capital stock) which is Parity Stock or Junior Stock; or (iv) consummation of a binding share exchange, a reclassification involving Series A or a merger or consolidation of the Corporation with or into another entity; provided (A) the Series A remains outstanding or, in the case of any such merger or consolidation with respect to which the Corporation is not the surviving or resulting entity, is converted into or exchanged for preferred securities of the surviving or resulting entity (or its ultimate parent); and (B) the Series A remaining outstanding or the new preferred securities, as the case may be, have such powers, preferences and special rights as are not materially less favorable to the holder thereof than the powers, preferences and special rights of Series A, taken as a whole.

(c) Other Rights. The shares of Series A shall not have any other voting powers, preferences or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein.

8. Determinations of the Board of Directors of the Corporation. The determination by the Board of Directors of the Corporation of any matter herein that is to be determined in the "sole good faith judgment" of the Board of Directors of the Corporation shall be conclusive and binding on the holders of the Series A absent manifest error.

9. Relationship with the ZD Group. The ZD Group shall be managed under the direction of the Board of Directors of the Corporation. The Board of Directors shall owe the same fiduciary duties to holders of the Series A that it owes to holders of the Corporation's capital stock as a general matter. It will be the policy of the Board of Directors that all matters as to which the holders of the Series A and the Common Stock may have potentially divergent interests shall be resolved in a manner that the Board of Directors determines in its good faith judgment to be in the best interests of the Corporation and the holders of the Corporation's capital stock (including holders of the Series A) as a whole, after giving fair consideration to the potentially divergent interests and all other relevant interests of the holders of the Series A and the separate classes of capital stock of the Corporation.

EXHIBIT B

RIGHTS, PREFERENCES, PRIVILEGES AND RESTRICTIONS

OF

SERIES B PREFERRED STOCK

OF

j2 GLOBAL HOLDINGS, INC.

RESOLVED, that the Board of Directors of j2 Global Holdings, Inc., a Delaware corporation (the “Corporation”), does hereby designate 20,000 shares of preferred stock, par value \$0.01 per share, of the Corporation as Series B Preferred Stock, with the powers, preferences and rights, and the qualifications, limitations and restrictions set forth on Annex A as follows:

1. Designation. The distinctive serial designation of the series is “Series B Preferred Stock” (“Series B”). Each share of Series B shall be identical in all respects to every other share of Series B.

2. Number of Shares. The number of shares of Series B shall be 20,000. Such number may from time to time be increased (but not in excess of the total number of authorized shares of Preferred Stock) or decreased (but not below the number of shares of Series B then outstanding) by the Board of Directors of the Corporation.

3. Definitions. As used herein with respect to Series B:

(a) “Affiliate” of any Person means those other Persons that, directly or indirectly, control, are controlled by or are under common control with such Person; for purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” or “under common control with”), as applied to any Person, means the possession, directly or indirectly, of (i) ownership or control of, or power to vote, 25% or more of the outstanding shares of any class of voting securities of such Person or (ii) control, in any manner, over the election of a majority of the directors, trustees or general partners (or individuals exercising similar functions) of such Person.

(b) “Applicable Redemption Price” means: (i) in the event the redemption occurs in connection with a Liquidity Event, a price per share of Series B equal to a portion of the enterprise value for Ziff Davis, LLC (or its successor) implied by such transaction (in the case of a Liquidity Event within the meaning of clause (i) or (ii) of the definition thereof), the trading price for the Ziff Davis, LLC (or successor) equity interests over a measuring period following the spin-off (in the case of a Liquidity Event within the meaning of clause (iii) thereof), or the initial public offering price (in the case of a Liquidity Event within the meaning of clause (iv) thereof), in each case that would be attributable to the Reference Percentage with respect to such share of Series B and assuming that the Redemption Cap Amount of all then outstanding shares of Series A Preferred Stock and the then Outstanding Notional Senior Preferred Amount and

Outstanding Notional Preferred Amount represented obligations of Ziff Davis, LLC (or its successor) senior to the Series B; and (ii) in the event of a redemption by the Corporation pursuant to Section 6(b) not in connection with a Liquidity Event, the Fair Market Value. All determinations with respect to the Applicable Redemption Price, including, without limitation, whether a redemption is in connection with a Liquidity Event, the enterprise value of Ziff Davis, LLC implied by any Liquidity Event, the portion thereof that would be attributable to the Reference Package, and the appropriate adjustment to be made to any value implied by a transaction, spin-off or initial public offering to account for the Series A Preferred Stock, the Outstanding Notional Senior Preferred Amount and the Outstanding Notional Preferred Amount, shall be determined by the Board of Directors of the Corporation in its sole good faith judgment.

(c) “Common Stock” means the common stock, par value \$0.01 per share, of the Corporation.

(d) “Fair Market Value,” as of any particular time, means the fair market value of a percentage common membership interest in Ziff Davis, LLC as of such time equal to the Reference Percentage and assuming that the Redemption Cap Amount of all then outstanding shares of Series A Preferred Stock and the then Outstanding Notional Senior Preferred Amount and Outstanding Notional Preferred Amount represented obligations of Ziff Davis, LLC (or its successor) senior to the Series B, as determined in the sole good faith judgment of the Board of Directors of the Corporation.

(e) “j2 Available Assets,” as of any particular time, means the amount, expressed in U.S. dollars, equal to the assets of the j2 Group legally available for distribution to the holders of the Corporation’s capital stock as of such time, as determined by the Board of Directors of the Corporation in its sole good faith judgment.

(f) “j2 Group” means the Corporation and its subsidiaries (together with any of their predecessors or successors) other than the ZD Group.

(g) “Junior Stock” means the Common Stock and any other class or series of capital stock or any securities convertible into shares of any class or series of capital stock of the Corporation hereafter authorized over which Series B has preference or priority in the distribution of assets on any liquidation, dissolution or winding up of the Corporation (but only in an amount up to the ZD Available Assets as of the relevant time).

(h) “Liquidity Event” means (i) a sale of at least a majority of the equity interests in Ziff Davis, LLC (or its successor), whether by merger of Ziff Davis, LLC, sale of such equity interests or similar transaction, to a Person other than the Corporation or one of its Affiliates, (ii) a sale of all or substantially all of the assets of the ZD Group to a Person other than the Corporation or one of its Affiliates, (iii) any distribution of at least a majority of the equity interests in Ziff Davis, LLC (or its successor) to the holders of Common Stock or any similar transaction or (iv) the consummation of an initial public offering of equity interests of Ziff Davis, LLC (or its successor) representing at least 20% of its common equity interests after giving effect to such offering; provided that, for the avoidance of doubt, a Liquidity Event shall not be deemed to have occurred by virtue of any such transaction occurring with respect to the j2 Group or any member thereof.

(i) “Maximum Distribution,” as of any particular time, means the lesser of (i) the j2 Available Assets at such time and (ii) the Minority Portion of the ZD Available Assets at such time.

(j) “Merger” means the merger of Ziff Davis, Inc. with and into Ziff Davis, LLC, with Ziff Davis, LLC surviving the merger.

(k) “Minority Portion,” as of any particular time, means the sum of the Reference Percentages with respect to all outstanding shares of Series B at such time.

(l) “Outstanding Notional Preferred Amount,” as of any particular time, means the notional amount of \$202,081,651.04. Such notional amount shall be increased at the annual rate of 15% of such amount, compounded quarterly, on March 31, June 30, September 30 and December 31 of each year with respect to the quarterly period (or portion thereof) ending on the date preceding such quarterly period end date. The amount for any given quarterly period shall be computed by dividing the annual 15% rate by four. Such notional amount shall be reduced by the amount of any distributions by Ziff Davis, LLC to the Corporation in respect of such notional amount prior to the applicable time.

(m) “Outstanding Notional Senior Preferred Amount,” as of any particular time, means the notional amount of \$107,133,180.64. Such notional amount shall be increased at the annual rate of 9.05% of such amount, compounded quarterly, on March 31, June 30, September 30 and December 31 of each year with respect to the quarterly period (or portion thereof) ending on the date preceding such quarterly period end date. The amount for any given quarterly period shall be computed by dividing the annual 9.05% rate by 4. Such notional amount shall be reduced by the amount of any distributions by Ziff Davis, LLC to the Corporation in respect of such notional amount prior to the applicable time.

(n) “Parity Stock” means any class or series of capital stock or any securities convertible into shares of any class or series of capital stock of the Corporation that ranks on a parity with Series B in the distribution of assets on any liquidation, dissolution or winding up of the Corporation (but only in an amount up to the ZD Available Assets, as of the relevant time).

(o) “Person” means an individual, a corporation, a general or limited partnership, a limited liability company, a joint stock company, an association, a trust or any other entity or organization, including a government, a political subdivision or an agency or instrumentality thereof.

(p) “Redemption Cap Amount” means the Redemption Cap Amount of the Series A Preferred Stock as defined in the Certificate of Designations of the Series A Preferred Stock.

(q) “Reference Percentage,” with respect to each share of Series B, means 0.00050025%, representing a notional percentage membership interest in Ziff Davis, LLC, as such percentage may be adjusted from time to time by the Board of Directors of the Corporation, in its sole good faith judgment, to reflect the fair market value of additional contributions by the Corporation to Ziff Davis, LLC, or under such other circumstances as the Board of Directors determines appropriate in its sole good faith judgment to reflect the economic substance of any other event or circumstance.

(r) “Senior Stock” means the Series A Senior Preferred Stock and any other class or series of capital stock or any securities convertible into shares of any class or series of capital stock of the Corporation that ranks prior to Series B in the distribution of assets on any liquidation, dissolution or winding up of the Corporation (but only in an amount up to the ZD Available Assets as of the relevant time).

(s) “Series A Preferred Stock” means the preferred stock, par value \$0.01 per share, of the Corporation designated as Series A Preferred Stock.

(t) “ZD Available Assets,” as of any particular time, means the amount, expressed in U.S. dollars, equal to (i) the assets of the ZD Group legally available for distribution to the Corporation, as determined by the Board of Directors of the Corporation in its sole good faith judgment, less (2) the then-current Outstanding Notional Senior Preferred Amount.

(u) “ZD Group” means Ziff Davis, LLC and its subsidiaries after the effective time of the Merger (together with any of their predecessors or successors).

(v) “Ziff Davis, LLC” means Ziff Davis, LLC, a Delaware limited liability company.

(w) “Ziff Davis, Inc.” means Ziff Davis, Inc., a Delaware corporation.

4. Dividends.

(a) Participating Dividends. In the event that Ziff Davis, LLC declares or pays any dividends or distributions on its membership interests (other than the ZD Permitted Distributions (as defined below)), the Corporation shall also declare and pay in respect of each share of Series B, at the same time that Ziff Davis, LLC declares and pays such dividends or distributions to the holders of the membership interests in Ziff Davis, LLC, a dividend of the same type as any such dividend or other distribution, whether cash, in kind or other property, payable or to be made on outstanding membership interests in Ziff Davis, LLC equal to the amount of such dividend or other distribution as would be made on a percentage common membership interest in Ziff Davis, LLC equal to the Reference Percentage; provided that any such distribution will only be made to the extent that the aggregate amount of such distributions does not exceed the Maximum Distribution at such time.

(b) Definition of ZD Permitted Distributions. As used herein, “ZD Permitted Distributions” shall mean:

(i) priority distributions to the extent of the amount of any additional capital contribution or any dividends with respect thereto made by any member of the j2 Group to Ziff Davis, LLC following the Merger;

(ii) priority distributions to the extent of the Outstanding Notional Senior Preferred Amount; and

(iii) priority distributions to the extent of the Outstanding Notional Preferred Amount and to the extent of an amount equal to the Redemption Cap Amount of all shares of Series A Preferred Stock then outstanding and any dividends with respect

thereto (provided that if the Corporation redeems any shares of Series A Preferred Stock, the Corporation shall reduce the Outstanding Notional Preferred Amount by a proportionate amount).

5. Liquidation Rights.

(a) Liquidation. Except as described in this Section 5, the holders of Series B shall have no right to a distribution of ZD Available Assets in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation (a “Liquidation Event”). Upon the occurrence of a Liquidation Event, the Corporation will first pay or provide for the payment of the debts and other liabilities of the Corporation. Thereafter, holders of Series B shall be entitled, before any distribution or payment out of the ZD Available Assets may be made to or set aside for the holders of any Junior Stock but after the payment in full of the liquidation preference of any Senior Stock, to receive in full in respect of each share of Series B an amount equal to the Fair Market Value of each such outstanding share of Series B; provided that any such distribution will only be made to the extent that the aggregate amount of such distributions does not exceed the Maximum Distribution at such time.

(b) Partial Payment. If the Minority Portion of the ZD Available Assets is insufficient to pay in full the Fair Market Value to all holders of Series B and the liquidation preference to all holders of any Parity Stock, the amounts paid to the holders of Series B and to the holders of all Parity Stock shall be pro rata in accordance with the respective aggregate liquidation preferences of Series B and all such Parity Stock.

(c) Merger, Consolidation and Sale of Assets Not Liquidation. For purposes of this Section 5, the merger or consolidation of the Corporation with any other corporation or entity, including a merger in which the holders of Series B receive cash or property for their shares, or the sale of all or substantially all of the assets of the Corporation, shall not be deemed to constitute a liquidation, dissolution or winding up of the Corporation.

6. Redemption.

(a) Mandatory Redemption. At any time after January 2, 2019, upon the occurrence of a Liquidity Event (such date, the “Mandatory Redemption Date”), the Corporation shall redeem all outstanding shares of Series B without any requirement of any notice to such holders at a price per share equal to the Applicable Redemption Price plus any accrued and unpaid dividends; provided that any such redemption will only be paid to the extent that the aggregate Applicable Redemption Price in respect of all shares of Series B does not exceed the Maximum Distribution at such time. If, on the Mandatory Redemption Date, the Corporation does not have sufficient ZD Available Assets to pay the aggregate Applicable Redemption Price with respect to all shares of Series B then outstanding, the Corporation shall redeem such number of shares of Series B with respect to which there are sufficient ZD Available Assets therefor, pro rata among all holders of Series B, and thereafter, the Corporation shall pay the Applicable Redemption Price with respect to any shares of Series B for which payment has not been made on the Mandatory Redemption Date on the first day on which it has sufficient ZD Available Assets therefor.

(b) Optional Redemption. So long as a sum sufficient for the payment thereof has been set aside, the Corporation, at the option of the Board of Directors, may redeem all but not less than all of the shares of Series B at the time outstanding, at any time prior to the Mandatory Redemption Date, upon notice as provided in this Section 6 at a price per share equal to the Applicable Redemption Price plus any accrued and unpaid dividends.

(c) Notice. Notice of any optional redemption of Series B shall be mailed by first class mail, postage prepaid, addressed to the holders of record of Series B at their respective last addresses appearing on the books of the Corporation. Such mailing shall be at least 10 days and not more than 60 days before the date fixed for repayment or redemption, as the case may be. Any notice mailed as provided in this Section 6(c) shall be conclusively presumed to have been duly given, whether or not the holder receives such notice, but failure duly to give such notice by mail, or any defect in such notice or in the mailing thereof, to any holder of shares of Series B shall not affect the validity of the proceedings for the redemption of any shares of Series B.

(d) Effectiveness of Redemption. If notice of redemption has been duly given if required by this Section 6, and if all funds necessary for the redemption have been set aside by the Corporation, separate and apart from its other funds, in trust for the benefit of the holders of Series B, so as to be and continue to be available therefor, then, notwithstanding that any certificate for any share so called for redemption has not been surrendered for cancellation, on and after the redemption date all shares of Series B called for redemption shall cease to be outstanding and all rights with respect to such shares shall forthwith on such redemption date cease and terminate, except the right of the holders thereof to receive the amount payable on such redemption. Any funds unclaimed at the end of three years from the redemption date shall, to the extent permitted by law, be released to the Corporation, after which time the holders of the shares so called for redemption shall look only to the Corporation for payment of the redemption price of such shares.

7. Voting and Other Rights.

(a) Voting Rights. Except as expressly required by law and the next sentence, the Series B shall have no voting rights either as a separate class or series together with any other class or series of capital stock. The Corporation will not, without the written consent or affirmative vote of holders of at least a majority of the then outstanding shares of Series B, amend, alter or repeal (by merger, consolidation or otherwise) any terms or provisions of this Certificate of Designation so as to affect adversely in any material respect the rights, powers, preferences, limitations or restrictions of the Series B; provided, however, that no such vote or consent of the holders of Series B shall be required under this sentence if provision is made for the redemption of all shares of Series B at the time outstanding at or before the time when such amendment, alteration or repeal is to take effect or when such merger or consolidation is to take effect, as the case may be; and provided, further, that if any such amendment, alteration or repeal would affect adversely the voting powers, preferences or special rights of Series B and any other series of the Preferred Stock similarly entitled to vote upon the matters specified herein in substantially the same manner, it shall be sufficient if the holders of Series B and all such other series so adversely affected vote thereon together as a single class, regardless of series. None of the following will be deemed to adversely affect such rights, powers, preferences, limitations or restrictions: (i) increases in the amount of the authorized Common Stock or Preferred Stock; (ii)

increases or decreases in the number of shares of any Senior Stock, Parity Stock or Junior Stock; (iii) the authorization, creation and issuance of other classes or series of capital stock (or securities convertible or exchangeable into such capital stock) which is Senior Stock, Parity Stock or Junior Stock; or (iv) consummation of a binding share exchange, a reclassification involving Series B or a merger or consolidation of the Corporation with or into another entity; provided (A) the Series B remains outstanding or, in the case of any such merger or consolidation with respect to which the Corporation is not the surviving or resulting entity, is converted into or exchanged for preferred securities of the surviving or resulting entity (or its ultimate parent); and (B) the Series B remaining outstanding or the new preferred securities, as the case may be, have such powers, preferences and special rights as are not materially less favorable to the holder thereof than the powers, preferences and special rights of Series B, taken as a whole.

(b) Other Rights. The shares of Series B shall not have any other voting powers, preferences or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein.

8. Determinations of the Board of Directors of the Corporation. The determination by the Board of Directors of the Corporation of any matter herein that is to be determined in the “sole good faith judgment” of the Board of Directors of the Corporation shall be conclusive and binding on the holders of the Series B absent manifest error.

9. Relationship with the ZD Group. The ZD Group shall be managed under the direction of the Board of Directors of the Corporation. The Board of Directors shall owe the same fiduciary duties to holders of the Series B that it owes to holders of the Corporation’s capital stock as a general matter. It will be the policy of the Board of Directors that all matters as to which the holders of the Series B and the Common Stock may have potentially divergent interests shall be resolved in a manner that the Board of Directors determines in its good faith judgment to be in the best interests of the Corporation and the holders of the Corporation’s capital stock (including holders of the Series B) as a whole, after giving fair consideration to the potentially divergent interests and all other relevant interests of the holders of the Series B and the separate classes of capital stock of the Corporation.