

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **August 15, 2008**

TREE.COM, INC.

(Exact name of Registrant as specified in charter)

Delaware
(State or other jurisdiction
of incorporation)

001-34063
(Commission File
Number)

26-2414818
(IRS Employer
Identification No.)

11115 Rushmore Drive, Charlotte, NC
(Address of principal executive offices)

28277
(Zip Code)

Registrant's telephone number, including area code: **(704) 541-5351**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On August 15, 2008, Doug Lebda, Chairman and Chief Executive Officer of Tree.com, Inc. ("Tree.com"), and IAC/InterActiveCorp ("IAC") entered into Amendment No. 1 to the employment agreement between the parties dated as of January 7, 2008. As amended, the agreement provides for the issuance, in connection with the spin-off of Tree.com by IAC (the "Spin-Off"), of restricted shares of Series A Preferred Stock (the "Restricted Preferred Stock") of an entity that will be a subsidiary of Tree.com following the completion of the Spin-Off (the "Issuer"). The shares of Restricted Preferred Stock shall have an aggregate liquidation preference of \$5,000,000 (the "Liquidation Preference").

The Restricted Preferred Stock will (i) be governed by the restricted stock agreement attached as Exhibit 99.2 to this report, which is incorporated herein by reference, (ii) vest in equal annual installments on the first three anniversaries of the Spin-Off and as otherwise set forth in the restricted stock agreement, (iii) be mandatorily redeemable by the Issuer on the fifth anniversary of the date of issuance, (iv) accrue dividends at a rate of 12% per annum and (v) have such other terms as shall be set forth in the Issuer's Amended and Restated Certificate of Incorporation, which is attached as Exhibit 99.3 to this report and is incorporated herein by reference.

As amended, the agreement also provides that at the time of the Spin-Off, Mr. Lebda will be granted (i) shares of Tree.com restricted stock representing 1% of Tree.com's outstanding fully diluted shares at the time of the Spin-Off, which award shall vest on the first anniversary of the Spin-Off, and (ii) two separate tranches of Tree.com non-qualified stock option awards, each of which shall entitle Mr. Lebda to purchase shares of Tree.com representing 5% of Tree.com's outstanding fully diluted shares at the time of the Spin-Off. Both tranches will vest in full on the fifth anniversary of the Spin-Off and will have ten year terms. The exercise prices will be, in the case of the first 5% tranche, based on the higher of a \$100 million equity valuation of Tree.com or the Tree.com closing price on August 21, 2008, and in the case of the second 5% tranche, based on the higher of a \$300 million equity valuation of Tree.com or two times the exercise price of the first 5% tranche.

**AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT
BETWEEN DOUGLAS R. LEBDA AND IAC/INTERACTIVECORP**

This Amendment No. 1 (this "Amendment") to that certain Employment Agreement, dated as of January 7, 2008 (the "Agreement"), between Douglas R. Lebda (the "Employee") and IAC/InterActiveCorp ("IAC" or the "Company"), is effective as of August 15, 2008 (the "Amendment Effective Date"). All capitalized terms used herein without definition shall have the meanings given to them in the Agreement.

WHEREAS, subject to the terms and conditions set forth herein, Employee and the Company wish to make certain amendments to the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Subsection (c) of Section 3A of the Agreement is hereby deleted and replaced in its entirety with the following:

"(c) EQUITY COMPENSATION.

(i) Grant of LendingTree Equity Incentives. At the time of the LT Spin-Off (or, in the case of the Restricted Preferred Stock (as defined in subsection (i) (C) below), two days prior to the LT Spin-Off), Employee shall be granted the following equity awards, with the vesting of each of the awards dependent on the continued service of Employee to LendingTree through the vesting term:

(A) Restricted stock of the LT Parent ("LT Restricted Stock") in an amount equal to 1% of the fully diluted common equity of LT Parent immediately after the consummation of the LT Spin-Off (after giving effect to the grant of LT Restricted Stock and the LT Options (as defined below), but not taking into account any common units of LendingTree, LLC outstanding under the Shares Agreement immediately after the consummation of the LT Spin-Off (whether held by Employee or others)) (the "Diluted LT Common Shares"). The LT Restricted Stock will vest in full on the first anniversary of the LT Spin-Off. The LT Restricted Stock will be governed by a new LendingTree stock plan to be established by the LT Parent Board of Directors (or a committee thereof) (the "LT Stock Plan") and a related agreement. In the event of any conflict or ambiguity between this Agreement and the LT Stock Plan or agreement, this Agreement shall control. For purposes of clarity, Diluted LT Common Shares will include, without limitation, any shares in LT Parent that Employee receives in the LT Spin-Off in respect of his IAC shares (i) held as of the Effective Date which were received in exchange for 25% of his LendingTree management equity shares (ii) to be received in exchange for another 25% of his LendingTree management equity shares held as of the Effective Date.

(B) Two separate awards of stock options (the "LT Options"), each award giving Employee the right to acquire 5% of the Diluted LT Common Shares, with per share exercise prices for each award calculated as follows:

- (1) First Award – The higher of (x) the quotient obtained by dividing \$100,000,000 by the number of Diluted LT Common Shares and (y) the closing trading price of the LT Parent common stock on the first full trading day following the LT Spin-Off (determined in accordance with the rules of the Nasdaq Stock Market) (the higher of (x) and (y), the "First Tranche Exercise Price").
- (2) Second Award – The higher of (x) the quotient obtained by dividing \$300,000,000 by the number of Diluted LT Common Shares and (y) two times the First Tranche Exercise Price.

The LT Options will be governed by the LT Stock Plan and a related agreement and shall each vest in full on the fifth anniversary of the Effective Date. In the event of any conflict or ambiguity between this Agreement and the LT Stock Plan or agreement, this Agreement shall control.

(C) In consideration for Employee's past and future services to LendingTree LLC and its subsidiaries, restricted shares of Series A Preferred Stock (the "Restricted Preferred Stock") of a subsidiary of LT Parent that will indirectly own all of the equity interests of LendingTree, LLC immediately after the Spin-Off (other than those common units of LendingTree, LLC outstanding under the Shares Agreement held by Employee and certain other employees or former employees of LendingTree, LLC) (such entity, "LT Intermediate Holdco"), such shares having an aggregate liquidation preference of \$5,000,000 (the "Liquidation Preference"). The Restricted Preferred Stock will (1) vest in equal annual installments on the first three anniversaries of the LT Spin-Off and as otherwise set forth in the Restricted Stock Agreement (as defined below); (2) be mandatorily redeemable by the issuer on the fifth anniversary of the date of issuance; (3) accrue dividends at a rate to be set by IAC prior to issuance designed to ensure that the value of the Restricted Preferred Stock at the time of issuance will be equal to the Liquidation Preference (but in no event shall the dividend rate be less than 10% per annum); and (4) have such other terms as shall be set forth in the Certificate of Incorporation for LT Intermediate Holdco. The Restricted Preferred Stock will be governed by a restricted stock agreement to be entered into by Employee and LT Intermediate Holdco (the "Restricted Stock Agreement"); in the event of any conflict or ambiguity between this Agreement and the Restricted Stock Agreement, this Agreement shall control.

(ii) The Shares. Section 3(c)(i) of the Prior Agreement shall remain in full force and effect, except that

(A) the shares of Exchange Stock shall vest in full and, and all other provisions in the Prior Agreement relating to the Exchange Stock and the Target Shares shall no longer be in effect (1) immediately prior to the LT Spin-Off, provided Employee remains employed by the Company at such time, (2) if earlier than (1), immediately prior to the Company's disposition (either through spin-off or other means) of the last of its Ticketing, HSN and Interval businesses, provided that all three of such businesses have been so disposed of (such third disposition, the "Threshold Disposition"), provided Employee remains employed by the Company at such time, (3) upon Employee's termination of employment in accordance with either Section 3A(e) of the Agreement or Section 1(g) of the Standard Terms and Conditions attached hereto, or (4) upon any Qualifying Termination (as defined in Section 1(d) of the Standard Terms and Conditions) (the earliest to occur of (1), (2), (3) or (4), the "Exchange Stock Vesting Date"); and

(B) two days prior to the LT Spin-Off, the Target Shares shall be exchanged for 300,000 shares of IAC Common Stock, which such shares will vest in full on the Exchange Stock Vesting Date.

(iii) Treatment of IAC Equity Awards. All IAC restricted stock units held by Employee on the Effective Date shall vest, to the extent not previously vested, with Growth Shares granted in February 2007 vesting at the target level, (A) immediately prior to the closing of the LT Spin-Off, provided Employee remains employed by the Company at such time, (B) if earlier than (A), immediately prior to the closing of the Threshold Disposition, provided Employee remains employed by the Company at such time, (C) upon Employee's termination of employment in accordance with either Section 3A(e) of the Agreement or Section 1(g) of the Standard Terms and Conditions attached hereto, or (D) upon any Qualifying Termination."

2. The following paragraph is hereby added following subsection (f) of Section 3A of the Agreement:

"(g) SECTION 83(b) ELECTION. Employee agrees to promptly (but in no event later than the date of the LT Spin-Off) make an election under Section 83(b) of the Internal Revenue Code of 1986, as amended (the "83(b) Election") with respect to the grant of Restricted Preferred Stock made hereunder. The valuation of the Restricted Preferred Stock reflected in the 83(b) Election made by Employee shall be as determined by a nationally recognized valuation firm selected by IAC and in no event shall be less than the Liquidation Preference or, without the consent of Employee, more than the Liquidation Preference. Concurrently with Employee's 83(b) Election, Employee shall (i) remit to LT Intermediate Holdco or its designee all required federal, state and local taxes required to be withheld in connection with making the 83(b) Election and (ii) deliver the executed 83(b) Election to IAC so that IAC may file the 83(b) Election on behalf of Executive."

3. Clause (D) of Section 1(d) of the Standard Terms and Conditions of the Agreement is hereby deleted and replaced with the following:

"(D) to the extent previously granted, the Company shall vest in full the LT Restricted Stock, the Restricted Preferred Stock and the LT Options on the termination date and such options shall remain exercisable for a period of twelve months from the date of such termination;"

4. Except as explicitly set forth herein, the Agreement will remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date set forth above.

IAC/INTERACTIVECORP

By: /s/ GREGORY R. BLATT

Name: Gregory R. Blatt

Title: Executive Vice President and
General Counsel

/s/ DOUGLAS R. LEBDA

DOUGLAS R. LEBDA

RESTRICTED SHARE GRANT AND STOCKHOLDER'S AGREEMENT (this "Agreement"), dated as of August 15, 2008 (the "Effective Date"), by and among IAC/INTERACTIVECORP ("IAC"), LENDINGTREE HOLDINGS CORP., a Delaware corporation (the "Company") and Douglas R. Lebda (the "Stockholder").

INTRODUCTION

WHEREAS, Stockholder was the founder and chief executive officer of LendingTree LLC (f/k/a LendingTree, Inc.) prior to its acquisition by IAC;

WHEREAS, IAC believes that Stockholder's experience with, and extensive knowledge of, the operations of LendingTree and its related businesses (including without limitation, LendingTree, RealEstate.com, Domainia, GetSmart, Home Loan Center and iNest, the "LendingTree Business") is vital to the future success of the Company and its subsidiaries;

WHEREAS, as a result, IAC and the Stockholder have entered into that certain Employment Agreement, dated as of January 7, 2008 (as amended by Amendment No. 1 thereto dated as of August , 2008, the "Employment Agreement"), pursuant to which IAC has agreed to employ Stockholder as the Chief Executive Officer of the ultimate parent entity operating the LendingTree Business following consummation of the LT Spin-Off (as defined in the Employment Agreement)(such entity, "LT Parent") and as an officer of the other entities conducting the Lending Tree Businesses, including the Company;

WHEREAS, pursuant to the Employment Agreement, IAC has agreed to cause the Company to issue to Stockholder restricted shares of Series A Redeemable Preferred Stock of the Company, par value \$0.01 per share (the "Preferred Stock"), with the issuance of the Shares to Stockholder to take place contemporaneously with the contribution by IAC to the Company of all of the outstanding equity interests in LendingTree, LLC currently owned by IAC (the "LendingTree Contribution") and two days prior to the planned LT Spin-Off (as defined in the Employment Agreement); and

WHEREAS, IAC believes that the grant of shares hereunder is essential for the retention of Stockholder as the Chief Executive Officer of LT Parent and as an officer of the other entities conducting the LendingTree Businesses.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I GRANT OF SHARES

1.1 **Grant of Shares.** Subject to the terms and conditions set forth in this Agreement, contemporaneously with the occurrence of the LendingTree Contribution, the Stockholder shall be granted by the Company five thousand (5,000) shares of Preferred Stock (the "Shares"). The Shares shall be subject to the provisions of this Agreement (including the forfeiture and

provisions contained herein) and shall have the respective rights of shares of Series A Redeemable Preferred Stock as set forth in the Company's Amended and Restated Certificate of Incorporation (the "Company Charter"), the form of which is attached hereto as Exhibit A.

1.2 **Vesting.** Subject to the terms and conditions of this Agreement, the Shares shall vest and shall no longer be subject to forfeiture as follows: 33.33% of the Shares shall vest on each of the first three anniversaries of the date of the LT Spin-Off (each such anniversary, a "Vesting Date"), provided the Stockholder remains employed by the Company or LendingTree LLC through the Vesting Date.

1.3 **Forfeiture of Shares.** In the event the Stockholder suffers a Termination of Employment (as defined below) for any reason prior to the Vesting Date, the unvested Shares shall be forfeited by the Stockholder immediately upon such Termination of Employment. Notwithstanding the foregoing, in the event of a Qualifying Termination (as defined in the Employment Agreement), any unvested Shares held by Stockholder at the time of such Qualifying Termination shall vest. For purposes of this Agreement, a "Termination of Employment" means the Stockholder's termination of employment with the Company and all of its subsidiaries.

1.4 **Changes of Control.** All unvested Shares shall immediately vest upon the occurrence, after the LT Spin-Off, of a Change of Control (as defined below). A "Change of Control" means:

(a) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), directly or indirectly, of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of equity securities of LT Parent representing more than 50% of the voting power of the then-outstanding equity securities of LT Parent entitled to vote generally in the election of directors (the "Outstanding LT Parent Voting Securities"); provided, that for purposes of this paragraph (a), the following acquisitions shall not constitute a Change of Control: (1) any acquisition by an Affiliate of LT Parent (including the Company), (2) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by LT Parent or any entity controlled by LT Parent, or (3) any acquisition by the Stockholder, any Affiliate of the Stockholder or any group in which any of them is a member (each, an "Excluded Party");

(b) the consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the capital stock or assets of LT Parent or the purchase of assets or stock of another entity (a "Business Combination"), in each case, unless immediately following such Business Combination, (1) individuals and entities who were beneficial owners of the Outstanding LT Parent Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then outstanding combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns LT Parent or all or substantially all of LT Parent's assets either directly or through one or more subsidiaries); and (2) no individual, entity or group (other than an Excluded Party) beneficially owns, directly

or indirectly, more than 50% of the combined voting power of the then-outstanding voting securities of such entity, except to the extent that such ownership of LT Parent existed prior to the Business Combination;

(c) the sale, transfer or disposition (by stock purchase, merger or otherwise) by LT Parent of equity securities of the Company representing more than 50% of the voting power of the then-outstanding equity securities of the Company entitled to vote generally in the election of directors, other than sales, transfers or dispositions to (1) any Affiliate of LT Parent, (2) any successor of LT Parent pursuant to a Business Combination transaction that does not constitute a Change of Control under paragraph (b) above, (3) any employee benefit plan (or related trust) sponsored or maintained by LT Parent or any entity controlled by LT Parent, or (4) any Excluded Party; or

(d) the sale, transfer or disposition (by stock purchase, merger or otherwise) by the Company of (I) equity securities of LendingTree, LLC (or such other successor entity as shall operate the LendingTree Business) representing more than 50% of the voting power of the then-outstanding equity securities of such entity entitled to vote generally in the election of directors or (II) the sale of all or substantially all of the assets of the Company or LendingTree, LLC, other than in the case of (I) or (II), sales, transfers or dispositions to (1) any Affiliate of LT Parent, (2) any successor of LT Parent pursuant to a Business Combination transaction that does not constitute a Change of Control under paragraph (b) above, (3) any employee benefit plan (or related trust) sponsored or maintained by LT Parent or any entity controlled by LT Parent, or (4) any Excluded Party.

For purposes of this Agreement, an “Affiliate” of any entity means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the first mentioned entity.

ARTICLE II REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to the Company and IAC as follows:

(a) Holding for Own Account. The Stockholder is acquiring the Shares for investment and not with a view toward or for sale in connection with any distribution thereof, or with any present intention of distributing or selling the Shares.

(b) Unregistered Shares. The Stockholder understands that (i) the Shares have not been registered under the Securities Act of 1933, as amended (the “Securities Act”), or the securities laws of any state or other jurisdiction in reliance upon exemptions from such registration requirements for non-public offerings; (ii) the Shares may not be sold, pledged or otherwise transferred except pursuant to effective registrations or qualifications relating thereto under the Securities Act and applicable state securities or blue sky laws or pursuant to an exemption therefrom; and (iii) the Company and IAC not under any obligation to register or caused to be registered the Shares under the Securities Act or any state securities laws, or to take any action to make any exemption from any such registration provisions available.

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(c) Stockholder’s Business Experience. The Stockholder (i) has such knowledge and experience in financial and business matters so that the Stockholder is capable of evaluating, and has evaluated, the relative merits and risks of owning the Shares and (ii) has adequate means of providing for his or her current economic needs and possible personal contingencies, has no need for liquidity in the Stockholder’s investment in the Shares and is able financially to bear the risks of ownership of the Shares.

(d) Information. The Stockholder is aware of and acknowledges the following:

(i) that no Federal or state agency has made any finding or determination regarding the fairness of this investment, or any recommendation or endorsement of the Shares;

(ii) that neither the officers, directors, agents, Affiliates or employees of the Company or IAC, nor any other Person, has expressly or by implication, made any representation or warranty concerning the Company other than as set forth herein;

(iii) that the past performance or experience of the Company or the Company’s officers, directors, agents or employees will not in any way indicate or predict the results of the ownership of the Shares or of the Company’s activities.

(d) Legal Counsel. The Stockholder has been advised and represented by independent legal counsel regarding his Stockholder’s rights and obligations under this Agreement and the Stockholder fully understands the terms and conditions contained herein.

(e) Power and Authority; Binding Agreement. The Stockholder has all requisite capacity to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Stockholder and this Agreement constitutes the legal, valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors’ rights generally and except insofar as the availability of equitable remedies may be limited by applicable law. The execution, delivery and performance of this Agreement by the Stockholder does not and shall not conflict with, violate or cause a breach of any agreement, contract or instrument to which the Stockholder is a party or any judgment, order or decree to which the Stockholder is subject.

2.2 Representations and Warranties of the Company. The Company hereby represents and warrants to the Stockholder as follows:

(a) Organization and Standing; Power and Authority; Binding Agreement. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has all requisite capacity to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company and this Agreement constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency,

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reorganization, moratorium and other laws affecting creditors' rights generally and except insofar as the availability of equitable remedies may be limited by applicable law.

(b) The Shares. All of the Shares to be issued hereunder will, on the grant date, have been duly authorized, validly issued, fully paid and be non-assessable.

(c) Capitalization. Immediately after the grant of the Shares, the authorized capital stock of the Company shall consist of (a) 10,000 shares of Common Stock, par value \$0.01 per share (the "Common Stock"), of which 1,000 shares shall be issued and outstanding and (b) 20,000 shares of Preferred Stock, par value \$0.01 per share, of which 5,000 shares shall be designated as Series A Redeemable Preferred Stock and of which only the Shares will be issued and outstanding.

ARTICLE III TRANSFERS OF SHARES

3.1 Restrictions on Transfer. The Stockholder shall not be permitted to transfer, sell, assign, pledge, hypothecate, bequeath, give, create a Lien (as defined in Section 4.4(b) below) on, place in trust (voting or otherwise), designate a different trustee, custodian or beneficiary for any shares already held in trust, assign or in any other way encumber or dispose of, directly or indirectly and whether or not by operation of law or for value (each, a "Transfer"), any Shares or beneficial interest in any the Shares, except for Transfers of Shares (each a "Permitted Transfer") between the Stockholder and the Stockholder's guardian or conservator, a trust for the benefit of Stockholder or Stockholder's spouse or lineal descendants and, upon the death of the Stockholder, the Stockholder's executor, administrator and heirs (any such transferee, a "Permitted Transferee"); provided, that in each case no Permitted Transfer shall be effective unless and until the transferee of the Shares so transferred (a) executes and delivers to the Company an appropriate document in form satisfactory to the Company, in which such permitted transferee agrees that it shall be bound as a Stockholder by, and that its beneficial ownership of any Shares shall be subject to, all the terms and conditions provided in this Agreement; and (b) executes and delivers to the Company an investor's letter in a form satisfactory to the Company, in which such permitted transferee provides the Company with adequate representations and warranties with respect to the exemption of such Transfer under the Securities Act and any applicable state securities laws. Any purported Transfer not in accordance with this Agreement shall be void and of no effect.

3.2 Purpose of Transfer Restrictions. The parties hereto acknowledge that the restrictions on Transfers of the shares of capital stock of the Company set forth in this Agreement are made for reasonable purposes and are reasonable restrictions for such purposes. The Stockholder acknowledges that IAC and the Company would not have entered into the Agreement without such Transfer restrictions.

3.3 Legends on Certificates. All certificates representing the Shares shall have endorsed in writing, stamped or printed, thereon the following legend:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED, QUALIFIED, APPROVED OR

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DISAPPROVED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR AN APPLICABLE EXEMPTION TO THE REGISTRATION REQUIREMENTS OF SUCH ACT OR SUCH LAWS AND NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL OR STATE REGULATORY AUTHORITY HAS PASSED ON OR ENDORSED THE MERITS OF THESE SECURITIES. THE TRANSFER OF ANY SECURITIES REPRESENTED BY THIS CERTIFICATE IS FURTHER LIMITED BY THE PROVISIONS OF THE RESTRICTED SHARE GRANT AND STOCKHOLDER'S AGREEMENT DATED AS OF AUGUST , 2008 AMONG LENDINGTREE HOLDINGS CORP., IAC/INTERACTIVECORP AND DOUGLAS R. LEBDA, A COPY OF WHICH IS ON FILE AT THE EXECUTIVE OFFICE OF LENDINGTREE HOLDINGS CORP."

3.4 Recapitalizations; Exchanges; Etc. The provisions of this Agreement shall apply, to the full extent set forth herein with respect to Shares, to any and all shares of capital stock of the Company, any successor or assign of the Company (whether by merger, consolidation, sale of assets or otherwise) or any third party which may be issued in respect of, in exchange for, or in substitution of the Shares, by reason of a stock dividend, stock split, stock issuance, reverse stock split, combination, recapitalization, reclassification, merger, consolidation or otherwise. Upon the occurrence of any such events, amounts hereunder shall be appropriately adjusted.

ARTICLE IV MISCELLANEOUS

4.1 Section 83(b) Election. Stockholder agrees to promptly (but in no event later than the date of the LT Spin-Off) make an election under Section 83(b) of the Internal Revenue Code of 1986, as amended (the "83(b) Election") with respect to the grant of Shares made hereunder. The valuation of the Restricted Preferred Stock reflected in the 83(b) Election made by Stockholder shall be as determined by a nationally recognized valuation firm selected by IAC and in no event shall be less than the Liquidation Preference (as defined in the Company Charter). Concurrently with Stockholder's 83(b) Election, the Stockholder shall (i) remit to the Company or its designee all required federal, state and local taxes required to be withheld in connection with making the 83(b) Election based on the applicable supplemental withholding rates and (ii) deliver the executed 83(b) Election to IAC so that IAC may file the 83(b) Election on behalf of the Stockholder.

4.2 Survival of Agreements; Assignment. All covenants, agreements, representations and warranties made herein shall survive the delivery to the Stockholder of the Shares and, notwithstanding any investigation heretofore or hereafter made by the Stockholder or on the Stockholder's behalf, shall continue in full force and effect. Whenever in this Agreement any of

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the parties hereto are referred to, such reference shall be deemed to include the permitted successors and assigns of such party. This Agreement and the rights hereunder shall not be assignable or transferable by any party hereto except as expressly provided herein and no such assignment shall relieve an assignor of its obligations hereunder; *provided, however*, that the Company may assign its rights and obligations hereunder to any of its Affiliates. All covenants, promises and agreements in this Agreement by or on behalf of the Company, IAC or the Stockholder shall bind and inure to the benefit of the permitted successors and assigns of such parties hereto.

4.3 Entire Agreement; Conflicts. This Agreement, together with the Employment Agreement, contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, arrangements and communications, whether oral or written, with respect to the subject matter hereof. No party hereto shall be liable or bound to any other party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein. In the event of any conflict between the provisions of the Employment Agreement and this Agreement with respect to the subject matter contained herein, the provisions of the Employment Agreement shall control.

4.4 Headings; Severability; Amendment. Headings appearing in this Agreement are for convenience only and shall not be deemed to explain, limit or amplify the provisions hereof. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provision were omitted. Amendments, modifications or waivers of this Agreement shall be binding only upon each party hereto executing a writing consenting to such matter.

4.5 Remedies. Except as otherwise provided herein, the parties to this Agreement acknowledge and agree that the covenants of the parties set forth in this Agreement may be enforced in equity by a decree requiring specific performance. Without limiting the foregoing, if any dispute arises concerning the Transfer of any of the Shares, the parties hereto agree that an injunction may be issued restraining the Transfer of such Shares or rescinding any such Transfer, pending resolution of such controversy. Such remedies shall be cumulative and non-exclusive and shall be in addition to any other rights and remedies the parties hereto may have under this Agreement. Nothing contained herein shall otherwise limit any other rights a party may have under law or equity.

4.6 Counterparts; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

4.7 Certain Definitions and Rules of Interpretation. Except as otherwise expressly provided in this Agreement, the following rules of interpretation apply to this Agreement: (i) the singular includes the plural and the plural includes the singular; (ii) "or" and "any" are not exclusive and "include" and "including" are not limiting; (iii) a reference to any agreement or

other contract includes permitted supplements and amendments; (iv) a reference to a law includes any amendment or modification to such law and any rules or regulations issued thereunder; (v) a reference to a person includes its permitted successors and assigns; (vi) a reference in this Agreement to an Article, Section or Exhibit is to the Article, Section or Exhibit of this Agreement.

4.8 Notices. All notices, demands and other communications provided for or permitted hereunder shall be made in writing and shall be by facsimile, courier services or personal delivery to the following addresses, or to such other addresses as shall be designated from time to time by a party hereto in accordance with this Section 4.8:

(a) if to IAC:

IAC/InterActiveCorp
555 West 18th Street
New York, New York 10011
Attention: General Counsel
Telecopy No.: (212) 314-7439

(b) if to the Company:

LendingTree Holdings Corp.
c/o LendingTree LLC
11115 Rushmore Drive
Charlotte, NC 28277
Attention: General Counsel
Telecopy No.: (704) 540-2468

(c) if to the Stockholder:

at the address set forth on the signature page hereto;

All notices and communications under this Agreement shall be deemed to have been duly given (i) when delivered by hand, if personally delivered, (ii) one business day after when delivered to a courier, if delivered by commercial one-day overnight courier service, and (iii) when sent, if sent by facsimile, with an acknowledgement of sending being produced by the sending facsimile machine.

4.9 No Third-Party Beneficiaries. Except as otherwise provided in this Agreement, this Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such successors and assigns, any legal or equitable rights hereunder.

4.10 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

4.11 **JURISDICTION; VENUE; SERVICE OF PROCESS; WAIVER OF JURY TRIAL.** EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY DELAWARE STATE COURT OR ANY FEDERAL COURT SITTING IN THE STATE OF DELAWARE FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, THAT FINAL AND UNAPPEALABLE JUDGMENT AGAINST ANY OF THEM IN ANY ACTION OR PROCEEDING CONTEMPLATED ABOVE SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION WITHIN OR OUTSIDE THE UNITED STATES BY SUIT ON THE JUDGMENT, A CERTIFIED COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND AMOUNT OF SUCH JUDGMENT. TO THE EXTENT THAT ANY PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH PARTY HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS WITH RESPECT TO THIS AGREEMENT. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

IAC/INTERACTIVECORP

By: /s/ GREGORY R. BLATT

Name: Gregory R. Blatt

Title: Executive Vice President and General Counsel

LENDINGTREE HOLDINGS CORP.

By: /s/ AUTHORIZED REPRESENTATIVE

Name:

Title:

/s/ DOUGLAS R. LEBDA

DOUGLAS R. LEBDA

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

LENDINGTREE HOLDINGS CORP.

Tree Preferred Corp., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

FIRST: The name of the Corporation (prior to the effectiveness of this Amended and Restated Certificate of Incorporation) is Tree Preferred Corp. The original Certificate of Incorporation of the Corporation (f/k/a "GRB, Inc.") was filed with the Secretary of State of the State of Delaware on March 8, 2005. A certificate of Amendment of the Certificate of Incorporation (changing the name of the Corporation from "GRB, Inc." to "Tree Preferred Corp.") was filed with the Secretary of State of the State of Delaware on June 12, 2008.

SECOND: Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, this Amended and Restated Certificate of Incorporation has been duly adopted and restates and integrates and further amends the provisions of the Certificate of Incorporation of the Corporation, as amended.

THIRD: The text of the Certificate of Incorporation of the Corporation, as amended, is hereby amended and restated in its entirety to read as follows:

ARTICLE I

The name of the corporation (which is hereinafter referred to as the "*Corporation*") is:

LendingTree Holdings Corp.

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is c/o National Registered Agents, Inc., 160 Greentree Drive, Suite 101, City of Dover, County of Kent, State of Delaware 19904. The name of the Corporation's registered agent at such address is National Registered Agents, Inc.

ARTICLE III

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

ARTICLE IV

The Corporation shall be authorized to issue 30,000 shares of capital stock, 10,000 shares of which shall be Common Stock, par value \$0.01 per share (the "*Common Stock*"), and 20,000 shares of which shall be Preferred Stock, par value \$0.01 per share (the "*Preferred Stock*").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

Section 1. Common Stock.

(a) General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Preferred Stock of

any series as may be designated by the Board of Directors of the Corporation (the "*Board*") upon any issuance of the Preferred Stock of any series.

(b) Voting. Except as otherwise provided herein or required by applicable law, holders of Common Stock shall be entitled to one vote for each share of Common Stock held as of the applicable record date on any matter that is submitted to a vote or for the consent of the shareholders of the Corporation. Holders of Common Stock shall not be entitled to cumulate their votes for the election of directors or any other matter submitted to a vote of the shareholders of the Corporation.

(c) Dividends. Subject to the provisions of the Preferred Stock, the holders of Common Stock shall be entitled to receive pro rata among all holders of Common Stock at the same rate per share of each class of Common Stock dividends as and when dividends are declared or paid with respect to shares of Common Stock.

(d) Liquidation. Subject to the provisions of the Preferred Stock, the holders of Common Stock shall be entitled to participate *pro rata* at the same rate per share of each class of Common Stock in all distributions to the holders of Common Stock in any liquidation, dissolution or winding up of the Corporation.

Section 2. Preferred Stock. Preferred Stock shall be issued in one or more series. The Board is authorized, subject to any limitations prescribed by law, to provide for the issuance of shares of Preferred Stock in series, and by filing a certificate pursuant to the applicable law of the State of Delaware, to establish from time to time the number of shares to be included in each such series, and to fix the designations, powers, preferences and rights of the shares of each such series and any qualifications, limitations or restrictions thereof. Different

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series of Preferred Stock shall not be construed to constitute different classes of shares for the purposes of voting by classes unless expressly provided.

Section 3. Series A Redeemable Preferred Stock. The designated powers, preferences and rights, and qualifications, limitations and restrictions thereof, of the Series A Redeemable Preferred Stock are as follows:

(a) Number of Shares; Designation. A total of five thousand (5,000) shares of Preferred Stock are hereby designated as "Series A Redeemable Preferred Stock" (the "*Series A Preferred Stock*"). The number of shares of Series A Preferred Stock may be increased (but not above the total number of authorized and undesignated shares of Preferred Stock) or decreased (but not below the number of shares of Series A Preferred Stock then outstanding) by a resolution of the Board filed with the Secretary of State of the State of Delaware.

(b) Definitions. For purposes of this Section 3:

(i) "*Accrued Dividends*," with respect to any share of any class or series, means an amount computed at the annual dividend rate for the class or series, from the date on which dividends on such share became cumulative to and including the date to which such dividends are to be accrued (whether or not such dividends have been declared), less the aggregate amount of all dividends previously paid on such share.

(ii) "*Affiliate*" means, with respect to any entity, a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the first mentioned entity

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(iii) "*Business Day*" means each Monday, Tuesday, Wednesday, Thursday or Friday on which banking institutions in Delaware are not authorized or obligated by law, regulation or executive order to close.

(iii) "*Change of Control*" shall mean the occurrence of any of the following:

(A) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "*Exchange Act*")), directly or indirectly, of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of equity securities of LT Parent (as defined below) representing more than 50% of the voting power of the then-outstanding equity securities of LT Parent entitled to vote generally in the election of directors (the "*Outstanding LT Parent Voting Securities*"); *provided*, that for purposes of this paragraph (A), the following acquisitions shall not constitute a Change of Control: (1) any acquisition by an Affiliate of LT Parent (including the Corporation), (2) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by LT Parent or any entity controlled by LT Parent, or (3) any acquisition by the Stockholder, any Affiliate of the Stockholder or any group in which any of them is a member (each, an "*Excluded Party*"); or

(B) the consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the capital stock or assets of LT Parent or the purchase of assets or stock of another entity (a "*Business Combination*"), in each case, unless immediately following such Business Combination, (1) individuals and entities who were beneficial owners of the

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Outstanding LT Parent Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then outstanding combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns LT Parent or all or substantially all of LT Parent's assets either directly or through one or more subsidiaries); and (2) no individual, entity or group (other than an Excluded Party) beneficially owns, directly or indirectly, more than 50% of the combined voting power of the then-outstanding voting securities of such entity, except to the extent that such ownership of LT Parent existed prior to the Business Combination;

(C) the sale, transfer or disposition (by stock purchase, merger or otherwise) by LT Parent of equity securities of the Corporation representing more than 50% of the voting power of the then-outstanding equity securities of the Corporation entitled to vote generally in the election of directors, other than sales, transfers or dispositions to (1) any Affiliate of LT Parent, (2) any successor of LT Parent pursuant to a Business Combination transaction that does not constitute a Change of Control under paragraph (B) above, (3) any employee benefit plan (or related trust) sponsored or maintained by LT Parent or any entity controlled by LT Parent, or (4) any Excluded Party; or

(D) the sale, transfer or disposition (by stock purchase, merger or otherwise) by the Corporation of (I) equity securities of LendingTree, LLC (or such other successor entity as shall operate the business conducted thereby)

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representing more than 50% of the voting power of the then-outstanding equity securities of such entity entitled to vote generally in the election of directors or (II) all or substantially all of the assets of the Corporation or LendingTree, LLC, other than in the case of (I) or (II), sales, transfers or dispositions to (1) any Affiliate of LT Parent, (2) any successor of LT Parent pursuant to a Business Combination transaction that does not constitute a Change of Control under paragraph (B) above, (3) any employee benefit plan (or related trust) sponsored or maintained by LT Parent or any entity controlled by LT Parent, or (4) any Excluded Party.

(iv) “*Junior Stock*” means the Common Stock of the Corporation and any other class or series of stock of the Corporation hereafter authorized over which the Series A Preferred Stock has preference or priority in the distribution of assets on any liquidation, dissolution or winding up of the Corporation.

(v) “*LT Parent*” means Tree.com, Inc., a Delaware corporation, or such other ultimate parent entity of the Corporation following consummation of the LT Spin-Off.

(vi) “*LT Spin-Off*” means the spin-off by IAC/InterActiveCorp to its shareholders of the subsidiaries operating the LendingTree businesses.

(vii) “*Parity Stock*” means any class or series of stock of the Corporation hereafter authorized which ranks on parity with the Series A Preferred Stock in the distribution of assets on any liquidation, dissolution or winding up of the Corporation.

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(viii) “*Senior Stock*” means any class or series of stock of the Corporation hereafter authorized which ranks senior to the Series A Preferred Stock in the distribution of assets on any liquidation, dissolution or winding up of the Corporation

(c) Dividends. Holders of shares of Series A Preferred Stock shall be entitled to receive, when, as and if declared by the Board, but only out of funds legally available therefor, cumulative cash dividends at the annual rate of 12% of the Liquidation Preference (as defined in Section 3(d) below) per share, per year (the “*Dividend Rate*”), payable quarterly on the first day of January, April, July and October, respectively (or, if any such date is not a Business Day, on the next succeeding Business Day) with respect to the quarterly dividend period (or portion thereof) ending on the day preceding such respective dividend payment date, to holders of record on the respective date, not more than 60 nor less than 10 days preceding such dividend payment date, fixed for that purpose by the Board in advance of payment of each particular dividend. The dividends payable per share of Series A Preferred Stock for each quarterly dividend shall be computed by dividing the annual dividend rate by four. Dividends on shares of Series A Preferred Stock shall be cumulative from the date of issuance thereof. Unpaid dividends shall compound at a rate per annum equal to the Dividend Rate.

(d) Liquidation Rights.

(i) Voluntary or Involuntary Liquidation. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, holders of shares of Series A Preferred Stock shall be entitled, before any distribution or payment out of the assets of the Corporation may be made to or set aside for the holders of any junior stock, to receive in full an amount equal to \$1,000.00 per share (the

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“*Liquidation Preference*”), plus an amount equal to the amount of Accrued Dividends to the date of payment.

(ii) Partial Payment. If the assets of the Corporation are not sufficient to pay the Liquidation Preference in full to all holders of shares of Series A Preferred Stock, the amounts paid to the holders of shares of Series A Preferred Stock shall be *pro rata* in accordance with the respective aggregate liquidation preference of Series A Preferred Stock.

(iii) Residual Distributions. If the Liquidation Preference has been paid in full to all holders of shares of Series A Preferred Stock, the holders of Junior Stock shall be entitled to receive all remaining assets of the Corporation according to their respective rights and preferences.

(iv) Consolidation and Merger Not Liquidation. For purposes of this Section 3(d), the consolidation or merger of the Corporation with any other corporation, including a merger in which the holders of Series A Preferred Stock receive cash or other property for their shares, shall not constitute a liquidation, dissolution or winding up of the Corporation.

(e) Redemption.

(i) Mandatory Redemption. On the fifth anniversary of the date on which the first shares of Series A Preferred Stock are issued (the “*Mandatory Redemption Date*”), the Corporation shall redeem all of the then-outstanding shares of Series A Preferred Stock at a price per share of Series A Preferred Stock, paid in cash, equal to the

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Liquidation Preference, together with Accrued Dividends to the Mandatory Redemption Date, out of funds legally available therefor. If the Corporation does not have sufficient funds or is not permitted under applicable law to redeem all of the outstanding shares of Series A Preferred Stock on the Mandatory Redemption Date, the Corporation shall use all legally available funds to effect such redemption with respect to the maximum number of shares of Series A Preferred Stock. The Corporation shall allocate the shares of Series A Preferred Stock to be redeemed ratably among the holders of the outstanding shares in proportion to the number of such shares then held by each holder. The shares of Series A Preferred Stock not redeemed shall remain outstanding and entitled to all of the rights and preferences provided herein. Subject to the other

provisions hereof, the Corporation shall redeem the balance of the shares of Series A Preferred Stock on the first date thereafter on which the Corporation may legally do so.

(ii) Notice of Redemption. Notice of the mandatory redemption of shares of Series A Preferred Stock shall be given by mail, by depositing the same in United States mail, postage prepaid, addressed to the holders of record of the shares to be redeemed at such addresses as appears on the books of the Corporation. Such mailing shall be at least 30 days and not more than 60 days before the date fixed for redemption. Any notice mailed as provided in this subsection (ii) shall be conclusively presumed to have been duly given, whether or not the holder receives such notice, and 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 Preferred Stock designated for redemption shall not affect the validity of the proceedings for the redemption of any other shares of Series A Preferred Stock. The notice of mandatory redemption shall state (A) the redemption date, (B) the

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redemption price, (C) if less than all of the outstanding shares of Series A Preferred Stock are to be redeemed, the aggregate number of shares of Series A Preferred Stock to be redeemed and the number of shares held by the addressee of such notice to be redeemed; (D) the place or places where certificates evidencing the shares of Series A Preferred Stock are to be surrendered for payment of the redemption price and (E) that, on the redemption date, the redemption price shall become due and payable upon each such share of Series A Preferred Stock to be redeemed and that dividends on the shares of Series A Preferred Stock to be redeemed shall cease to accrue on the redemption date.

(iii) Redemption Price. Prior to any redemption date, the Corporation shall segregate and hold in trust an amount sufficient to pay the redemption price of all shares of Series A Preferred Stock to be redeemed on that date.

(iv) Effectiveness of Redemption. If notice of redemption has been duly given, and if on or before the redemption date specified in the notice all funds necessary for the redemption have been set aside by the Corporation, separate and apart from its other funds, in trust for the *pro rata* benefit of the holders of the shares called for redemption, 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 so 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 only the right of the holders thereof to receive the amount payable upon redemption, without interest. 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

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redemption shall look only to the Corporation for payment of the redemption price of such shares.

(v) Restrictions After Failure to Effect Full Redemption. If and for so long as the Corporation fails to redeem, for any reason, all of the outstanding shares of Series A Preferred Stock pursuant to this Section 3(d), the Corporation shall not, directly or indirectly, (A) redeem or otherwise acquire any Parity Stock or discharge any mandatory or optional redemption, sinking fund or other similar obligation in respect of any Parity Stock (except in connection with a redemption, sinking fund or other similar obligation in which shares of Series A Preferred Stock receive a *pro rata* share) or (B) redeem or otherwise acquire any Junior Stock or discharge any mandatory or optional redemption, sinking fund or other similar obligation in respect of any Junior Stock. From and after the date on which the Corporation fails to redeem any shares of Series A Preferred Stock and until the time that all such shares are redeemed, the dividend rate specified in Section 3(c) shall increase to 15% per annum.

(f) Redemption Offer Upon Change of Control.

(i) Change of Control Notice. At least 20 days prior to the consummation by the Corporation of a transaction that would result in or constitute a Change of Control, the Corporation shall provide notice (the "*Change of Control Notice*") to the holders of the Series A Preferred Stock; notice shall be given by mail, by depositing the same in United States mail, postage prepaid, addressed to the holders of record of the shares of Series A Preferred Stock at such addresses as appears on the books of the Corporation. The Change of Control Notice shall indicate (A) that a Change of Control transaction is

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to occur or is proposed to occur; (B) that the holders of Series A Preferred Stock may elect to cause the Corporation to redeem all of the shares of Series A Preferred Stock held by such holder upon the occurrence of such Change of Control; (C) the estimated redemption price; (D) the means by which a holder may make a Redemption Election (as defined below) and present shares for redemption; and (E) that, on the redemption date, the redemption price shall become due and payable upon each such share of Series A Preferred Stock to be redeemed and that dividends on the shares of Series A Preferred Stock to be redeemed shall cease to accrue on the redemption date. Any Change of Control Notice mailed as provided in this subsection (i) shall be conclusively presumed to have been duly given, whether or not the holder receives such notice, and 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 Preferred Stock shall not affect the validity of the proceedings for the redemption of any other shares of Series A Preferred Stock.

(ii) Redemption Election. For a period of twenty (20) days following the date on which the Change of Control Notice is first sent by the Corporation, the holders of the Series A Preferred Stock shall be permitted to elect to cause the Corporation to redeem all of the shares of Series A Preferred Stock held by such holder upon consummation of the Change of Control described in the Change of Control Notice by delivery of written notice to the Corporation (each, a "*Redemption Election*") at the address set forth in the Change of Control Notice, accompanied by certificates representing shares to be redeemed. If holders of a majority of the then-outstanding shares of Series A Preferred Stock elect to have their shares of Series A Preferred Stock redeemed, all holders of Series A Preferred Stock shall be deemed to have elected to have their shares of Series A

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Preferred Stock redeemed. Any obligation by the Corporation to redeem the Series A Preferred Stock pursuant to this Section 3(f) shall be conditioned on the consummation of the Change of Control.

(iii) Redemption. Immediately prior to, or concurrent with, the consummation of the Change of Control described in the Change of Control Notice, the Corporation shall redeem the then-outstanding shares of Series A Preferred Stock held by Stockholders making (or deemed to have made) a Redemption Election at a price per share of Series A Preferred Stock, paid in cash, equal to the Liquidation Preference, together with Accrued Dividends to the date of such redemption.

(iv) Redemption Price. Prior to the Change of Control, the Corporation shall segregate and hold in trust an amount sufficient to pay the redemption price of all shares of Series A Preferred Stock presented (or deemed presented) for redemption on that date, or make provisions in the relevant transaction documents providing for the Change of Control that the redemption will be completed using the proceeds received by the Company in the Change of Control transaction.

(iv) Failure to Comply. The Corporation may not consummate any transaction that would result in or constitute a Change of Control unless it has complied with its obligations with respect thereto under this Section 3(f).

(g) Voting Rights.

(i) General. The holders of Series A shall not have any voting rights except as set forth in subsection (ii) below or as otherwise from time to time required by law.

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(ii) Amendment of Certificate of Incorporation. So long as any shares of Series A Preferred Stock are outstanding, in addition to any other vote or consent of stockholders required by law, the vote or consent of the holders of at least a majority of the shares of Series A Preferred Stock at the time outstanding, voting separately as a single class, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, shall be necessary for (A) effecting or validating, any amendment, alteration or repeal (including by merger or consolidation) of any of the provisions of the Certificate of Incorporation or of the By-Laws of the Corporation, that would alter or change the voting powers, preferences or special rights of the holders of shares of Series A Preferred Stock, or increase the number of authorized shares of Series A Preferred Stock or (B) issuing any shares of Senior Stock or Parity Stock.

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

ARTICLE V

Unless and except to the extent that the By-Laws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

ARTICLE VI

In furtherance and not in limitation of the powers conferred by law, the Board is expressly authorized and empowered to make, alter and repeal the By-Laws of the Corporation by a majority vote at any regular or special meeting of the Board or by written consent, subject to

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the power of the stockholders of the Corporation to alter or repeal any By-Laws made by the Board.

ARTICLE VII

The Corporation reserves the right at any time from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and any other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article.

ARTICLE VIII

The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by the provisions of paragraph (7) of subsection (b) of Section 102 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented.

ARTICLE IX

The Corporation shall, to the fullest extent permitted by the provisions of Section 145 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said section, and the indemnification provided of herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law,

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agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

ARTICLE X

The name and mailing address of the incorporator is Anastasia Walkenberg, c/o IAC/InterActiveCorp, 555 West 18th Street, 8th Floor, New York, New York 10011.

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IN WITNESS WHEREOF, the undersigned has caused this Amended and Restated Certificate of Incorporation to be executed by its duly authorized officer on this 18th day of August 2008.

/s/ Tanya M. Stanich

Name: Tanya M. Stanich
Title: Vice President and
Assistant Secretary

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