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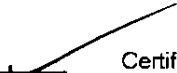
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April 19, 2010

**VIA FEDERAL EXPRESS**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

Re: Highwinds Capital, Inc. ("Highwinds"); Document Number P06000003082

Dear Sir/Ma'am:

The enclosed Articles of Amendment to the Second Amended and Restated Articles of Incorporation of Highwinds and fee are submitted for filing. Enclosed is a check made payable to the Florida Department of State in the amount of \$43.75 for filing the Articles of Amendment and obtaining a Certified Copy.

Please return all correspondence concerning this matter to:

Gene Luciani  
Highwinds Capital, Inc.  
807 West Morse Blvd., Suite 101  
Winter Park Florida 32789  
[gene.luciani@highwinds.com](mailto:gene.luciani@highwinds.com)

For further information concerning this matter, please call Gene Luciani at 407 215-2425.

Very Truly Yours,

Gene Luciani  
Vice President & General Counsel  
Highwinds Capital, Inc.

807 WEST MORSE BLVD.  
SUITE 101  
WINTER PARK, FL 32789  
[WWW.HIGHWINDS.COM](http://WWW.HIGHWINDS.COM)

OFFICE 407.215.2400  
FAX 407.647.0392  
TOLL FREE 866.872.0357

**ARTICLES OF AMENDMENT TO THE  
SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF HIGHWINDS CAPITAL, INC.**

**I.**

The name of the corporation is "**Highwinds Capital, Inc.**"

**II.**

Effective the date hereof, Section 5(a) of Article IV.A of the Second Amended and Restated Articles of Incorporation of Highwinds Capital, Inc. is amended to read as follows:

(a) Optional Redemption; Redemption Date. At any time, and from time to time, on or after the earlier of (i) December 21, 2012, (ii) the occurrence of an Event of Default (as defined below), and (iii) the closing of the Corporation's first underwritten public offering of securities on a firm commitment basis, the holder(s) of a Majority Interest may elect to have all or any portion of the outstanding shares of Senior Preferred Stock redeemed (such number of shares, the "Put Shares") by delivery of written notice to the Corporation (a "Put Notice"). In such event, subject to the prior payment in full in cash of all of the Senior Obligations (as defined below), the Corporation shall redeem all of the Put Shares, out of funds legally available therefor, for an amount per share equal to the greater of (A) the Senior Preferred Preference Amount, and (B) the Fair Market Value (as defined below) (such greater amount, the "Senior Preferred Redemption Price"), as set forth in more detail herein. The Corporation shall redeem the Put Shares on a date (such date, a "Senior Preferred Redemption Date") either mutually agreed by a Majority Interest and the Corporation, or in the event no such date is agreed to, on the date which is the later of (i) the thirtieth (30th) day (or if such date is not a business day, on the next succeeding business day) following the determination of the Fair Market Value in accordance with Section A.5(b) below; and (ii) the one hundred twentieth (120th) day (or if such date is not a business day, on the next succeeding business day) following delivery of a Put Notice. Notwithstanding anything herein to the contrary, in the event of any breach by the Corporation of its obligations to redeem the Senior Preferred Stock as provided hereunder at any time when the Senior Obligations are still outstanding, the sole remedy of the holders of Senior Preferred Stock prior to the payment in full in cash of the Senior Obligations shall be the right to accrue interest, the right of holders of Series A Preferred Stock to take control of the Board of Directors of the Corporation and the right of holders of Series A Preferred Stock to initiate a sales process as provided for in Sections A.5(d) and (e) below. If any payment to any lender with respect to the Senior Obligations is set aside or any such lender is required to disgorge any payment in respect of the Senior Obligations, in each case, during the one hundred eighty (180) day period following the date on which such Senior Obligations were paid in full, this Section 5(a) shall automatically

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be reinstated with respect to such lender and each holder of Senior Preferred Stock shall promptly pay over to such lender all amounts received by such holder, up to the amount set aside or disgorged by such lender with respect to the Senior Obligations. As used herein, an "Event of Default" shall have the meaning ascribed thereto in the Stock Purchase Agreement dated on or about December 21, 2007 (the "2007 Stock Purchase Agreement") by and among the Corporation and the other parties thereto, as amended, restated or otherwise modified from time to time. As used herein, an "Senior Obligations" shall mean all indebtedness, liabilities and obligations (other than Unaccrued Indemnity Claims) of the Corporation now or hereafter owing by the Corporation and its subsidiaries under (A) (i) the Credit Agreement dated as of February 22, 2010 made and entered into by, among others, the Corporation, certain of its subsidiaries, Silicon Valley Bank, as administrative agent, arranger and issuing lender, and Comerica Bank, as co-arranger, and (ii) the Loan and Security Agreement dated as of January 31, 2006 by and among the Corporation, Harbert Mezzanine Partners II SBIC, L.P. and the other parties thereto, in each case, as the same may be further amended, modified, supplemented or restated from time to time, including without limitation all principal and interest, and all fees, expenses, reimbursement and other similar amounts payable thereunder (including fees, expenses or interest incurred or accrued subsequent to the filing of any action or proceeding irrespective of whether such fees, expenses or interest are allowed as a claim in such action or proceeding), and (B) any foreign exchange contract, option, hedge, interest contract, interest rate swap agreement or arrangement designed to protect the Corporation against fluctuations in currency or interest rates entered into in connection with the agreements described in the foregoing (i) and (ii). As used herein, "Unaccrued Indemnity Claims" means claims for indemnification that may be asserted by any agent, lender or other indemnitee that are unaccrued and contingent and as to which no claim, notice or demand has been given to or made on the Company within 5 business days after the Company's request therefor.

All other provisions of the Second Amended and Restated Articles of Incorporation shall remain in full force and effect.

### III.

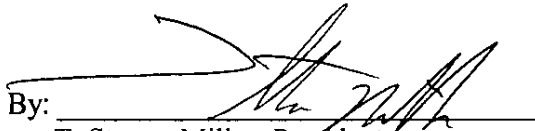
The changes made by these Articles of Amendment shall be effective upon the filing of these Articles of Amendment with the Florida Department of State.

### IV.

This amendment was duly approved by the shareholders of the Corporation upon the recommendation of the board of directors, as required under (a) the Second Amended and Restated Articles of Incorporation as they existed prior to these Articles of Amendment, (b) the bylaws of the Corporation, and (c) Section 607.1006 of the Florida Statutes and adopted as of March 17, 2010.

In witness whereof, the Corporation has caused these Articles of Amendment to be executed  
by its duly authorized officer on April 16, 2010.

**HIGHWINDS CAPITAL, INC.**

By:   
T. Steven Miller, President