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**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
AAMP HOLDINGS, INC.**

(Florida Document Number: P10000103088)

Pursuant to Sections 607.1007 and 607.1003 of the Florida Business Corporation Act (the "FBCA"), AAMP Holdings, Inc., a Florida corporation (the "Corporation"), hereby certifies that:

1. The name of this corporation is AAMP Holdings, Inc., and that this corporation was assigned Document Number P10000103088.

2. These Amended and Restated Articles of Incorporation contain amendments that require shareholder approval. These Amended and Restated Articles of Incorporation have been approved by the Board of Directors, and the shareholders pursuant to a written consent in lieu of a meeting dated February 15, 2018, and the votes cast for the amendment by the shareholders were sufficient for approval of the Corporation, all in the manner and by the vote(s) required by the FBCA.

3. The Corporation's Articles of Incorporation be amended and restated in its entirety to read as follows:

I. Name. The name of the Corporation is AAMP Holdings, Inc. (the "Corporation").

II. Registered Office. The registered office of the Corporation in the State of Florida is located at 1200 S Pine Island Road #250, Plantation, Florida 33324. The name of its registered agent at such address is CT Corporation.

III. Purpose. The purpose of the Corporation is to engage in any lawful purpose for which corporations may be formed under the Florida Business Corporation Act (the "FBCA").

IV. Authorized Shares. The total number of shares of stock which the Corporation shall have authority to issue is one hundred (100) shares of common stock, par value \$0.01 per share ("Common Stock") and four million (4,000,000) shares of preferred stock, par value \$0.01 per share ("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.

(A) COMMON STOCK

1. General. The dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein. Subject to the rights of the Preferred Stock, the holders of Common Stock

shall be entitled to receive, when and as declared by the Board of Directors, out of legally available assets, such dividends as may be declared by the Board of Directors from time to time.

2. Voting. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings).

(B) PREFERRED STOCK

1. Voting. Except as required by law or by the other provisions of these Articles of Incorporation, holders of Preferred Stock shall not be entitled to vote on any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting).

2. Dividends. From and after the date of the issuance of any share of Preferred Stock (the "Issuance Date"), the Corporation shall not declare, pay or set aside any dividends or distributions on shares of any other class or series of capital stock of the Corporation while any shares of Preferred Stock remain outstanding; provided, that dividends and distributions on shares of Common Stock may be made, declared and paid to AAMP Group, LLC ("Holdings") while shares of Preferred Stock remain outstanding in order for Holdings to make (i) repurchases of securities from its employees or other services providers in accordance with the terms of any applicable subscription or grant agreement and the Amended and Restated Limited Liability Company Agreement of Holdings (as amended as of the Issuance Date, the "Holdings Operating Agreement") or (ii) required tax distributions to its members pursuant to Section 5.1(a) of the Holdings Operating Agreement.

3. Liquidation, Dissolution or Winding Up.

3.1 Preferential Payments to Holders of Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of shares of Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Common Stock or any holders of other equity securities in the Corporation (other than the holders of shares of Preferred Stock), by reason of their ownership thereof, an aggregate amount equal to the Preferred Redemption Amount (as defined below); the holders of shares of Preferred Stock shall share ratably in such payment, and such payment shall constitute a redemption of all of the then outstanding shares of Preferred Stock pursuant to Section 4.1, to which all of the applicable terms and conditions set forth in Section 4 shall apply. If upon any such liquidation, dissolution or winding up of the Corporation, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Preferred Stock the full amount to which they shall be entitled under this Section 3.1, the holders of shares of Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full; provided, however, that no payments shall be made to the holders of Common Stock or any holders of other equity securities in the Corporation (other than the holders of shares of Preferred Stock) by reason of their ownership thereof. The "Preferred

Redemption Amount" means an amount equal to the sum of (i) the Preferred Original Issuance Amount and (ii) the Preferred Redemption Premium. The "Preferred Original Issuance Amount" means \$4,000,000. The "Preferred Redemption Premium" means, as of the date of determination and to the extent the Redemption Premium Condition (as defined in each of the Subscription Agreements, dated as of February 15, 2018, by and among the Corporation, Holdings and the subscribers for Preferred Stock party thereto) has been satisfied, the amount set forth under the heading "Redemption Premium" on Schedule A attached hereto; in the event that the date of determination is between the dates set forth on Schedule A, the "Redemption Premium" will scale on a linear basis between such dates and the amounts shown.

3.2 Payments to Holders of Common Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, after the payment of all preferential amounts required to be paid to the holders of shares of Preferred Stock, the remaining assets of the Corporation available for distribution to its stockholders shall be distributed among the holders of shares of Common Stock, pro rata based on the number of shares held by each such holder.

4. Redemption.

4.1 Mandatory Redemption. Unless prohibited by Florida law governing distributions to holders of preferred stock, upon the repayment of all or any portion of the principal amount of the Notes (as such term is defined in the Note Purchase Agreement, dated as of February 15, 2018, by and among Audax AAMP Holdings, Inc., the other credit parties thereto, QS Capital Strategies, L.P. and the purchasers party thereto, the "NPA"), pursuant to the terms of the NPA (any such repayment, a "Mandatory Redemption Event"), the Corporation shall redeem for cash in full the amount of the then outstanding shares of Preferred Stock *multiplied* by a fraction, the numerator of which is the total amount of the Notes that is being repaid at such time and the denominator of which is the total amount of the Notes then outstanding. Holders of more than 50% of the then outstanding shares of Preferred Stock (the "Requisite Holders") may, in their sole discretion, and without limiting the Corporation's rights under Section 4.2, elect to waive any redemption that would otherwise be required by this Section 4.1 by delivering written notice of such waiver to the Corporation no fewer than ten (10) days prior to the date that such redemption would otherwise be required to occur.

4.2 Optional Redemption. At its discretion and at any time, the Corporation may elect to redeem in cash all or a portion of the then outstanding shares of Preferred Stock by written notice of such redemption (the "Redemption Notice") to all holders of record of Preferred Stock at least one (1) day prior to the date that such redemption is to occur. Each Redemption Notice shall state:

4.2.1 the date of any such redemption of the shares of Preferred Stock by the Corporation (each date of redemption, including upon the occurrence of a Mandatory Redemption Event, a "Redemption Date"), and the applicable Preferred Redemption Amount; and

4.2.2 the number of shares of Preferred Stock that the Corporation shall redeem on such a date specified in the Redemption Notice; provided, however that the number of

shares of Preferred Stock to be redeemed in any single redemption made pursuant to this Section 4.2 shall not be less than 500,000.

4.3 Terms of Redemption. In the event that all 4,000,000 of the shares of Preferred Stock that were issued by the Corporation on the Issuance Date (the "Original Preferred Shares") are redeemed in a single redemption pursuant to Section 4.1 or Section 4.2, each such share of Preferred Stock shall be redeemed at a price equal to the Preferred Redemption Amount divided by the aggregate number of Original Preferred Shares. In the event that less than all of the Original Preferred Shares are redeemed in a redemption pursuant to Section 4.1 or Section 4.2, each share of Preferred Stock that is redeemed in such redemption shall be redeemed at a price equal to the Preferred Redemption Amount divided by the number of shares of Preferred Stock that are being redeemed in such redemption; provided, however, that in such case the Preferred Redemption Amount shall be proportionately reduced to take into account such partial redemption by (i) multiplying the Preferred Original Issuance Amount by the percentage of the Original Preferred Shares that are being redeemed in such redemption and (ii) multiplying the Preferred Redemption Premium by the percentage of the Original Preferred Shares that are being redeemed in such redemption. For example, and solely as a means of illustration, if 2,000,000 shares of Preferred Stock are redeemed pursuant to Section 4.1 or Section 4.2 on February 15, 2019, and the remaining 2,000,000 shares of Preferred Stock are redeemed pursuant to Section 4.1 or Section 4.2 on February 15, 2023, then (x) the Preferred Redemption Amount applicable to the redemption on February 15, 2019 shall be equal to (I) \$2,000,000 in respect of the Preferred Original Issuance Amount (equal to \$4,000,000 multiplied by 50%) *plus* (II) \$1,194,375 in respect of the Preferred Redemption Premium (equal to \$2,388,750 multiplied by 50%), and (y) the Preferred Redemption Amount applicable to the redemption on February 15, 2023 shall be equal to (I) \$2,000,000 in respect of the Preferred Original Issuance Amount (equal to \$4,000,000 multiplied by 50%) *plus* (II) \$2,624,056 in respect of the Preferred Redemption Premium (equal to \$5,248,112 multiplied by 50%).

4.4 No Rights Subsequent to Redemption. With respect to any shares of Preferred Stock, following the payment to the holder thereof of the applicable portion of the Preferred Redemption Amount with respect to such shares of Preferred Stock, such shares of Preferred Stock shall be considered redeemed and automatically cancelled and retired and shall be of no further force and effect and the holder thereof shall be entitled to no further rights with respect to such shares of Preferred Stock. In the event that such shares of Preferred Stock are redeemed in connection with a Change of Control (as defined below), the holders thereof will execute a customary payoff and release agreement on terms reasonably acceptable to such holders and the Corporation acknowledging the payment of the applicable Preferred Redemption Amount, and such shares will automatically be cancelled and retired and such holder will have no further rights in respect thereof; provided, however, that no such holder shall be required to enter into any restrictive covenant or similar agreement in connection with such redemption of Preferred Stock (other than customary confidentiality obligations reasonably acceptable to such holders). "Change of Control" means (i) the direct or indirect sale of all or substantially all of the Corporation's assets or (ii) any other transaction, whether by sale of equity interests, sale of assets, merger, recapitalization, reorganization or otherwise, pursuant to which more than fifty percent (50%) of the direct or indirect ownership of the Common Stock of the Corporation (or of the equity interests of subsidiaries of the Corporation that hold all or substantially all of the

assets of the Corporation and its subsidiaries, taken as a whole) is transferred, in the case of clauses (i) and (ii), to any person who is not an Affiliate of Holdings.

4.5 Redeemed or Otherwise Acquired Shares. Any shares of Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Preferred Stock following redemption.

5. Transferability. Except for transfers to an Affiliate or transfers to the Corporation (including redemptions) or to Holdings, or as permitted under any applicable subscription agreement between the Corporation and such holder of Preferred Stock, no holder of shares of Preferred Stock shall sell, assign, pledge, encumber, abandon, dispose of or otherwise transfer (any such action, a "Transfer") all or any portion of such shares of Preferred Stock, and any attempted Transfer not in compliance with the terms of this Section 5 shall be null and void and the Corporation shall not in any way give effect to such Transfer. "Affiliate" means, with respect to any person, (a) any person that directly or through one or more intermediaries controls or is controlled by or is under common control with the specified person or (b) any person who is a general partner, member, managing director, manager, officer, director or principal of the specified person; as used in this sentence, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise.

6. Waiver; Amendment. Any of the rights, powers, preferences and other terms of the Preferred Stock set forth herein may be waived on behalf of all holders of Preferred Stock only by the affirmative written consent or vote of the Requisite Holders. These Articles of Incorporation may not be amended or modified directly or indirectly (by amendment, merger, consolidation or otherwise) in such a way as to adversely affect the rights, priorities, preferences or privileges of the Preferred Stock or the holders thereof (including by creating an additional class or classes of capital stock that would be senior to or *pari passu* with the Preferred Stock with respect to dividends or distributions or in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation) without the affirmative written consent or vote of the Requisite Holders.

7. Notices. Any notice required or permitted by the provisions of this Article IV to be given to a holder of shares of Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the FBCA, and shall be deemed sent upon such mailing or electronic transmission.

8. Not Certificated. The Preferred Stock shall not be certificated.

V. Change in Number of Shares Authorized. The number of authorized shares of Preferred Stock may not be increased or decreased without the affirmative written consent or vote of the Requisite Holders.

VI. Election of Directors. The business and affairs of the Corporation shall be managed by or under the direction of the board of directors of the Corporation (the "Board of Directors"). The size of the Board of Directors shall be determined as set forth in the by-laws of the Corporation, as in effect from time to time (the "By-laws"). The election of directors need not be by written ballot unless the By-laws shall so require.

VII. Authority of Directors. In furtherance and not in limitation of the power conferred upon the Board of Directors by law, the Board of Directors shall have power to make, adopt, alter, amend and repeal from time to time the By-laws of the Corporation, subject to the right of the stockholders entitled to vote with respect thereto to alter and repeal by-laws made by the Board of Directors.

VIII. Liability of Directors. No director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that exculpation from liability is not permitted under the FBCA. No amendment or repeal of this Article VIII shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

IX. Indemnification.

(A) The Corporation shall, to the maximum extent permitted from time to time under the law of the State of Florida, indemnify any person who is or was a party or is threatened to be made a party, witness, or otherwise a participant in, any threatened, pending or completed action, suit, proceeding or claim, whether civil, criminal, administrative or investigative, (i) by reason of the fact that such person is or was or has agreed to be a director or is or was serving at the request of the Corporation as a director of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, or (ii) in such person's capacity as an officer, employee or agent of the Corporation or in such person's capacity as an officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, that such person is or was serving at the request of the Corporation (each such person described in the foregoing clauses (i) and (ii), a "Covered Person"), against expenses (including attorney's fees and experts' fees), judgments, damages (including punitive damages), fines, penalties and amounts paid in settlement incurred (and not otherwise recovered) in connection with the investigation, preparation to defend or otherwise participate in, or defense of such action, suit, proceeding or claim.

(B) The Corporation shall, to the maximum extent permitted from time to time under the law of the State of Florida, advance, on a current and as-incurred basis, all expenses (including attorney's fees and experts' fees) incurred by any Covered Person in defending, or otherwise participating in, any action, suit or proceeding in advance of the final disposition of such action, suit or proceeding, including all appeals. Such advances shall be (i) unsecured and interest free, (ii) made without regard to such person's ability to repay amounts advanced, and (iii) conditioned only upon such person submitting, to the extent required by the FBCA, an unsecured written undertaking to repay amounts advanced and appropriate documentation reflecting the expenses for which advancement is sought.

(C) The Corporation shall not be required to indemnify or advance expenses to any Covered Person pursuant to this Article IX in connection with any action, suit, proceeding, claim or counterclaim initiated by or on behalf of such Covered Person unless (i) and only to the extent that such action, suit, proceeding, claim or counterclaim is brought to enforce any right under this Article IX of these Articles of Incorporation or (ii) the initiation of such action, suit, proceeding, claim or counterclaim by or on behalf of such Covered Person was authorized by the Board of Directors.

(D) It is the intent of the Corporation that, with respect to all advancement and indemnification obligations under this Article IX, the Corporation shall be the primary source of advancement, reimbursement and indemnification relative to any direct or indirect shareholder of the Corporation (or any affiliate of such shareholder, other than the Corporation or any of its direct or indirect subsidiaries). The Corporation shall have no right to seek contribution, indemnity or other reimbursement for any of its obligations under this Article IX from any such direct or indirect shareholder of the Corporation (or any affiliate of such shareholder, other than the Corporation or any of its direct or indirect subsidiaries).

(E) The Corporation shall have the power to purchase and maintain, at its expense, insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise at the request of the Corporation, against any expense, liability or other loss, including such expense, liability or loss under the FBCA or the terms of these Articles of Incorporation.

(F) The rights of indemnification provided in this Article IX shall neither be exclusive of, nor be deemed in limitation of, any rights to which an officer, director, employee or agent may otherwise be entitled or permitted by contract, these Articles of Incorporation, vote of stockholders or directors or otherwise, or as a matter of law, both as to actions in such person's official capacity and actions in any other capacity while holding such office, it being the policy of the Corporation that indemnification of any Covered Person shall be available to the fullest extent permitted by law.

(G) Any repeal or modification of the foregoing provisions of this Article IX shall not adversely affect any right or protection of a Covered Person with respect to any acts or omissions of such Covered Person occurring prior to such repeal or modification.

X. Corporate Opportunity. To the maximum extent permitted from time to time under the law of the State of Florida, the Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any business opportunities (including, without limitation, opportunities that might be considered similar to or in competition with the business of the Corporation or any of its subsidiaries) ("Opportunities" and each, an "Opportunity") that are from time to time presented to its officers, directors or stockholders,

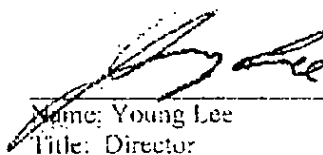
other than those officers, directors or stockholders who are employees of the Corporation or any other direct or indirect subsidiary of the Corporation. Furthermore, each officer, director and stockholder of the Corporation, including any affiliate of such stockholders, other than those officers, directors or stockholders who are employees of the Corporation or any other direct or indirect subsidiary of the Corporation, shall have no duty (fiduciary, contractual or otherwise) to present any Opportunity to the Corporation or any of its subsidiaries and shall have the right to hold or pursue, directly or indirectly, any Opportunity for its own account and benefit or to direct any Opportunity to any other Person. No officer, director or stockholder of the Corporation, including any affiliate of such stockholders, other than those officers, directors or stockholders who are employees of the Corporation or any other direct or indirect subsidiary of the Corporation, shall be liable to the Corporation or any of its subsidiaries or stockholders for breach of any duty (fiduciary, contractual or otherwise) if it chooses to pursue any Opportunity, directly or indirectly, for its own account and benefit or to direct any Opportunity to any other Person. No amendment or repeal of this paragraph shall apply to or have any effect on the liability or alleged liability of any officer, director or stockholder of the Corporation for or with respect to any Opportunities of which such officer, director or stockholder becomes aware prior to such amendment or repeal. To the fullest extent permitted by law, any Person purchasing or otherwise acquiring any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article. As used in this Article X, "Person" shall mean any individual, corporation, general or limited partnership, limited liability company, joint venture, trust association or any other entity.

XI. Records. The books of the Corporation may (subject to any statutory requirements) be kept outside the State of Florida as may be designated by the Board of Directors or in the By-laws.

XII. Other. If at any time the Corporation shall have a class of stock registered pursuant to the provisions of the Securities Exchange Act of 1934, for so long as such class is so registered, any action by the stockholders of such class must be taken at an annual or special meeting of stockholders and may not be taken by written consent.

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THE UNDERSIGNED, being a director of the Corporation, hereby certifies that the facts stated above are true as of this 15th day of February, 2018.



Name: Young Lee
Title: Director

**Schedule A
Redemption Premium**

Redemption Date	Redemption Premium
February 15, 2018	\$5,400,000
March 15, 2018	\$5,169,000
April 15, 2018	\$4,913,250
May 15, 2018	\$4,565,750
June 15, 2018	\$4,410,000
July 15, 2018	\$4,162,500
August 15, 2018	\$3,905,750
September 15, 2018	\$3,651,000
October 15, 2018	\$3,403,500
November 15, 2018	\$3,147,750
December 15, 2018	\$2,900,250
January 15, 2019	\$2,644,500
February 15, 2019	\$2,388,750
March 15, 2019	\$2,157,750
April 15, 2019	\$1,902,000
May 15, 2019	\$1,654,500
June 15, 2019	\$1,398,750
July 15, 2019	\$1,151,250
August 15, 2019	\$1,139,328
September 15, 2019	\$1,214,009
October 15, 2019	\$1,286,281
November 15, 2019	\$1,360,962
December 15, 2019	\$1,436,350
January 15, 2020	\$1,514,252
February 15, 2020	\$1,592,153
March 15, 2020	\$1,668,172
April 15, 2020	\$1,749,433
May 15, 2020	\$1,828,072
June 15, 2020	\$1,912,762
July 15, 2020	\$1,994,719
August 15, 2020	\$2,079,408
September 15, 2020	\$2,167,749
October 15, 2020	\$2,253,241
November 15, 2020	\$2,341,582
December 15, 2020	\$2,430,761
January 15, 2021	\$2,522,912
February 15, 2021	\$2,615,063
March 15, 2021	\$2,701,886
April 15, 2021	\$2,798,011
May 15, 2021	\$2,891,035
June 15, 2021	\$2,991,171
July 15, 2021	\$3,088,076
August 15, 2021	\$3,188,211
September 15, 2021	\$3,292,665
October 15, 2021	\$3,393,749
November 15, 2021	\$3,498,203
December 15, 2021	\$3,603,646
January 15, 2022	\$3,712,605
February 15, 2022	\$3,821,563
March 15, 2022	\$3,924,221
April 15, 2022	\$4,037,878
May 15, 2022	\$4,147,869
June 15, 2022	\$4,266,267
July 15, 2022	\$4,380,847
August 15, 2022	\$4,499,246
September 15, 2022	\$4,622,750
October 15, 2022	\$4,742,271
November 15, 2022	\$4,865,776
December 15, 2022	\$4,990,451
January 15, 2023	\$5,119,281
February 15, 2023	\$5,248,112