

12/28/2020

Division of Corporation

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OUTFORCE, INC.**

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January 7, 2021

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

OUTFORCE, INC.  
608 ROBIN RD.  
LAKELAND, FL 33803

SUBJECT: OUTFORCE, INC.  
REF: P17000046506

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The registered agent must sign accepting the designation.

If an entity is the registered agent you must list the name as it is registered in our office.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Diane Cushing  
Senior Section Administrator

FAX Aud. #: H20000440375  
Letter Number: 621A00000278

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**OUTFORCE, INC.**

**ARTICLE I**  
**Name and Address**

The name of the corporation (hereinafter the "Corporation") is OUTFORCE, INC.

**ARTICLE II**  
**Nature of Business**

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized by the constitution and laws of the State of Florida as the same may be amended from time to time.

**ARTICLE III**  
**Authorized Capital Stock**

The total number of shares of capital stock that the Corporation shall have authority issue is 10,000 shares of Common Stock, par value \$1.00 per share.

**ARTICLE IV**  
**Registered Office and Agent**

The name and street address of the **registered agent** and office of this Corporation is Corporation Service Company, 1201 Hayes St., Tallahassee, Florida 32301.

**ARTICLE V**  
**Principal Office**

The principal office of the Corporation is 101 South Hoover Blvd., Suite #102, Tampa, FL 33609, provided that the Board of Directors shall have the power to change the location of the principal office at any time.

**ARTICLE VI**  
**Bylaws**

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter or repeal the bylaws of the Corporation.

**ARTICLE VII**  
**Board of Directors**

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The business and the affairs of the Corporation shall be managed exclusively by its Board of Directors and by such officers of the Corporation, if any, as may be appointed from time to time by the Board of Directors pursuant to this Article VII. The Board of Directors shall be comprised of not less than one nor more than nine directors. The Majority Holder (as defined below) shall have the right to remove any director from the Board of Directors at any time.

(a) Election of Directors. The election of directors need not be by written ballot.

(b) Board Voting. On each matter submitted to the Board of Directors for a vote (including by written consent), each Fund Director (as such term is defined below) shall be entitled to three (3) votes, and each of the remaining directors shall be entitled to one (1) vote.

## **ARTICLE VIII**

### **Indemnification**

(a) Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "Proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer or trustee of another corporation or of any other Person or enterprise, including service with respect to employee benefit plans, whether the basis of such Proceeding is alleged action or inaction in an official capacity as a director, officer or trustee or in any other capacity while serving as a director, officer or trustee, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Florida Business Corporation Act ("FBCA"), as the same exists as of the date hereof or as may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide both prior to such amendment and as of the date hereof), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer or trustee and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in paragraph (b) of this ARTICLE VIII, the Corporation shall indemnify any such person seeking indemnification in connection with a Proceeding (or part thereof) initiated by such person only if such Proceeding (or part thereof) was authorized by the Board. The right to indemnification conferred in this ARTICLE VIII shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in connection with any such Proceeding in advance of its final disposition; provided, however, that, if the FBCA requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this ARTICLE VIII or otherwise. The Corporation may, by

action of the Board, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors, officers and trustees.

(b) Right of Claimant to Bring Suit. If a claim under paragraph (a) of this ARTICLE VIII is not paid in full by the Corporation within thirty days after written notice thereof has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in connection with any Proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation, and as to any such other action as to which it shall not be a defense) that the claimant has not met the standards of conduct which make it permissible under the FBCA for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including the Board, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct under the FBCA, nor an actual determination by the Corporation (including the Board, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) Indemnitor of First Resort. The Corporation acknowledges that the directors designated by the Majority Holder in accordance with the Securityholder Agreement of the sole shareholder of the Corporation (collectively, the "Fund Directors" and each, a "Fund Director"), have certain rights to indemnification, advancement of expenses and/or insurance provided by their employers and certain of their Affiliates (collectively, the "Fund Indemnitors"). To the extent the Corporation has an indemnity obligation hereunder, the Corporation shall (a) act as the indemnitor of first resort (i.e., its obligations to the Fund Directors are primary and any obligation of the Fund Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such directors are secondary), (b) be required to advance the full amount of expenses incurred by the Fund Directors and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent not prohibited by (and not merely to the extent affirmatively permitted by) applicable law and as required by the terms of this Articles of Incorporation of the Corporation (or any other agreement between the Corporation and a Fund Director), without regard to any rights a Fund Director may have against the Fund Indemnitors, and (c) irrevocably waive, relinquish and release the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. No advancement or payment by the Fund Indemnitors on behalf of a Fund Director with respect to any claim for which such director has sought indemnification from the Corporation shall affect the foregoing, and the Fund Indemnitors shall have a right of contribution and/or to be subrogated to the extent of such advancement or payment to all of the rights of recovery of such director against the Corporation. For purposes of this Articles of Incorporation of the Corporation, the term "Majority Holder" means Thompson Street Capital Partners V. L.P. and its Affiliates. For purposes of this Articles of Incorporation of the Corporation, the term "Affiliate" means, with respect to any Person, any (a) director, officer or other Person directly or indirectly owning, controlling or holding at least

fifty percent (50%) or more of the outstanding voting securities, capital stock or equity of such Person (such other Person, a "50% Owner"). (b) family member of such Person (or any family member of any director, officer or 50% Owner of such Person) and (c) Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another Person. The term "control" includes, without limitation, the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. For purposes of this Articles of Incorporation of the Corporation, the term "Person" means an individual, corporation, limited liability company or partnership, association, joint stock company, trust, joint venture, unincorporated organization, the United States of America or any other nation, any state or other political subdivision thereof or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government, or other entity of any nature, including any pension, profit sharing or other benefit plan or trust.

(d) Non-Exclusivity of Rights. The rights to indemnification and the payment of expenses incurred in connection with a Proceeding in advance of its final disposition conferred in this ARTICLE VIII shall not be (and they shall not be deemed to be) exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Articles of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

(e) Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, trustee, employee or agent of the Corporation or another corporation, or of a partnership, joint venture, trust or other enterprise against any expense, liability or loss (as such terms are used in this ARTICLE VIII), whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the FBCA.

(f) Impairment of Existing Rights. Any repeal or modification of this ARTICLE VIII shall not impair or otherwise affect any rights, or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

(g) Construction and Presumption. This ARTICLE VIII shall be liberally construed in favor of indemnification and the payment of expenses incurred in connection with a Proceeding in advance of its final disposition. There shall be a rebuttable presumption that a claimant under this ARTICLE VIII is entitled to such indemnification and the Corporation shall bear the burden of proving by a preponderance of the evidence that such claimant is not so entitled to indemnification.

(h) Confidentiality. Any finding that a person asserting a claim for indemnification pursuant to this ARTICLE VIII is not entitled to such indemnification, and any information which may support such finding, shall be held in confidence to the extent permitted by law and shall not be disclosed to any third party.

(i) Severability. If any provision of this ARTICLE VIII shall be deemed invalid or unenforceable, the Corporation shall remain obligated to indemnify and advance expenses subject to all those provisions of this ARTICLE VIII which are not invalid or unenforceable.

**ARTICLE IX**  
**Limitation of Liability**


No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; provided, however, that this ARTICLE IX shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 607.0831 of the FBCA, or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this ARTICLE IX 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.

**ARTICLE X**  
**Corporate Opportunity**

In the event that any Fund Director acquires knowledge of a potential transaction or matter that may be a corporate opportunity for both the Corporation (or any Subsidiary) and the Majority Holder or any of its other Affiliates, as the case may be (a "Corporate Opportunity"), then (a) such Corporate Opportunity shall belong to the Majority Holder or such Affiliate, (b) the Fund Director shall have no duty to communicate knowledge of such Corporate Opportunity to the Corporation or any Subsidiary, (c) the Fund Director shall, to the fullest extent permitted by law, have fully satisfied and fulfilled his or her fiduciary duty to the Corporation, any Subsidiary and the stockholders of the Corporation with respect to such Corporate Opportunity and (d) the Corporation, to the fullest extent permitted by law, waives any claim that such Corporate Opportunity constituted a corporate opportunity that should have been presented to the Corporation or any Subsidiary. For purposes of this Articles of Incorporation of the Corporation, the term "Subsidiary" means: (i) any Person of which the Corporation owns, directly or indirectly, securities having a majority of the voting power in electing the board of directors directly or through one or more subsidiaries (or, in the case of a partnership, limited liability company or other similar entity, securities conveying, directly or indirectly, a majority of the economic interests in such partnership or entity), or (ii) any other Person of which the Corporation or any Subsidiary serves as general partner or managing member; provided, however that this ARTICLE X shall not apply with respect to any matter, transaction or interest presented to, or acquired, created or developed by, or otherwise comes into the possession of, any Fund Director expressly and solely in such Fund Director's capacity as a director of the Corporation.


IN WITNESS WHEREOF, this Amended and Restated Articles of Incorporation has been executed by its duly authorized officer this 21st day of December, 2020.

**OUTFORCE, INC.**

By:   
Name: Brian Kornmann  
Title: President and Secretary

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity

Required Signature/Registered Agent:

  
Amanda E. Blum, Assistant Secretary

Date: