

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Woodhaven Holding Corporation		08/29/2011	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Remedi SeniorCare Holding Corporation		
Street Address:	6225 Smith Avenue		
Internal Address:	Suite 210		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21209		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3592810		
CORRESPONDENCE DATA			
Fax Number:	7034132220		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-413-3000		
Email:	tmdocket@oblon.com, ndyson@oblon.com		
Correspondent Name:	Roberta S. Bren & Oblon, Spivak, et al.		
Address Line 1:	1940 Duke Street		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	394094US35		
NAME OF SUBMITTER:	Roberta S. Bren		
Signature:	/Roberta S. Bren/nmd/		

Date:

07/31/2012

**Total Attachments: 21**

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# CORPORATE CHARTER APPROVAL SHEET

\*\*EXPEDITED SERVICE\*\*

\*\*KEEP WITH DOCUMENT\*\*

DOCUMENT CODE 13A BUSINESS CODE \_\_\_\_\_

# D07414873

Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock \_\_\_\_\_

P.A. \_\_\_\_\_ Religious \_\_\_\_\_

Merging (Transferor) \_\_\_\_\_

Surviving (Transferee) \_\_\_\_\_



ID # D07414873 ACK # 1000362002195925  
PAGES: 0021  
REMEI SENIORCARE HOLDING CORPORATION

08/29/2011 AT 04:14 P WO # 0003853184

New Name Remedi Seniorcare Holding Corporation

### FEES REMITTED

Base Fee: 100  
Org. & Cap. Fee: 20  
Expedite Fee: 90

Penalty: \_\_\_\_\_  
State Recordation Tax: \_\_\_\_\_  
State Transfer Tax: \_\_\_\_\_

1 Certified Copies Copy Fee: 40

2 Certificates Certificate of Status Fee: 21

Personal Property Filings: \_\_\_\_\_  
Mail Processing Fee: \_\_\_\_\_  
Other: \_\_\_\_\_

TOTAL FEES: 2701

- Change of Name
- Change of Principal Office
- Change of Resident Agent
- Change of Resident Agent Address
- Resignation of Resident Agent
- Change of Designation of Resident Agent and Resident Agent's Address
- Change of Business Code
- Adoption of Assumed Name
- Other Change(s)

Code 048

Attention: Diane S. Williams, Paralegal

Mail: Name and Address

DLA Piper LLP (US)

6225 Smith Avenue

Baltimore, Maryland 21209

Credit Card \_\_\_\_\_ Check  Cash \_\_\_\_\_

Documents on \_\_\_\_\_ Checks

Approved By: A-01

Keyed By: \_\_\_\_\_

COMMENT(S):

CERTIFIED COPY MADE

Stamp Work Order and Customer Number HERE

CUST ID: 0002636604  
WORK ORDER: 0003853184  
DATE: 08-29-2011 04:14 PM  
AMT. PAID: \$271.00

TRADEMARK

REEL: 004832 FRAME: 0598

# WOODHAVEN HOLDING CORPORATION

## ARTICLES OF AMENDMENT AND RESTATEMENT

Woodhaven Holding Corporation, a Maryland corporation, having its principal office in Baltimore County, Maryland, hereby certifies to the State Department of Assessment and Taxation of Maryland that:

**FIRST:** The Corporation (as defined herein) desires to amend and restate its charter. The charter of the Corporation is hereby amended and restated in its entirety to read as follows, which are all of the provisions of the charter currently in effect and as hereinafter amended:

**FIRST:** The name of the corporation is (which is hereinafter called the "**Corporation**"):

### **Remedi SeniorCare Holding Corporation**

**SECOND:** The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the Maryland General Corporation Law.

**THIRD:** The present address of the principal office of the Corporation in this State is The Marbury Building, 6225 Smith Avenue, Suite 210, Baltimore, Maryland 21209.

**FOURTH:** The name and address of the resident agent of the Corporation in Maryland are CSC-Lawyers Incorporating Service Company, 7 St. Paul Street, Suite 1660, Baltimore, Maryland 21202. Said resident agent is a corporation incorporated under the laws of the State of Maryland.

**FIFTH:** (a) The total number of shares of capital stock of all classes that the Corporation shall have authority to issue is 148,000,000, all of which shares are Common Stock, par value \$0.001 per share, consisting of 83,000,000 shares of Class A Common Stock ("**Class A Common Stock**") and 65,000,000 shares of Class B Common Stock ("**Class B Common Stock**") and, together with the Class A Common Stock, "**Common Stock**"). The aggregate par value of the shares of all classes of the capital stock of the Corporation having a par value is \$148,000.00.

(b) The following is a description of the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications and terms and conditions of redemption of the Common Stock:

1. As used in these Articles of Amendment and Restatement, the following terms shall have the respective meanings indicated:

"**Affiliate**" means, with respect to any Person, any other Person which directly or indirectly controls or is controlled by or is under common control with such Person.

"**Affiliated Centerbridge Entity**" means, with respect to Remedi Holdings L.L.C., a Delaware limited liability company controlled by Centerbridge Capital Partners II,

L.P., a Delaware limited partnership ("**Centerbridge**") (so long as Remedi Holdings L.L.C. is Controlled by Centerbridge or an Affiliated Centerbridge Entity (as defined below), the "**Centerbridge Stockholder**," and, in plural form, the "**Centerbridge Stockholders**"), any investment fund or holding company (but not a portfolio company or other operating company) that is directly or indirectly managed or advised by the primary manager or advisor of the Centerbridge Stockholders; provided, however, that neither the Corporation nor any of its subsidiaries shall be deemed to be an Affiliate of the Centerbridge Stockholders (and vice versa).

"**Base Price**" means \$5.00 with respect to each share of Class B Common Stock.

"**Board**" means the Board of directors of the Corporation.

"**Bylaws**" means the Amended and Restated Bylaws of the Corporation, as amended or restated from time to time.

"**Change of Control**" means (i) the sale or disposition, in one or a series of related transactions, of all or substantially all of the assets of the Corporation and its Subsidiaries (taken as a whole) to any "person" or "group" (as such terms are defined in Sections 13(d)(3) and 14(d)(2) of the Securities Exchange Act of 1934) other than Affiliated Centerbridge Entities or (ii) any person or group, other than the Affiliated Centerbridge Entities, is or becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the total voting power of the voting equity of the Corporation, including by way of merger, consolidation or otherwise and the Affiliated Centerbridge Entities or individuals affiliated therewith cease to directly or indirectly have the right to nominate and elect more than 50% of the directors.

"**Charter**" has the meaning given to such term in Section 1-101 of the Maryland General Corporation Law.

"**Class B Common Stock Purchase Price**" means \$5.00 per share.

"**Control**" (including its correlative meanings "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of a Person.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Junior Stock**" means the Class A Common Stock, and/or any other class or series of capital stock of the Corporation ranking junior to the Class B Common Stock in terms of dividends or rights upon a Liquidation Event.

"**Liquidation Event**" means (i) the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Corporation; (ii) (A) the commencement by the Corporation of a voluntary case under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency or similar law, (B) the consent to the entry of an order for relief

in an involuntary case under such law or to the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Corporation or of any substantial part of the Corporation's property, (C) the making of an assignment by the Corporation for the benefit of its creditors, (D) the admission in writing by the Corporation of its inability to pay its debts generally as they become due, (E) the entry of a decree or order for relief in respect of the Corporation by a court of competent jurisdiction in an involuntary case commenced under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency or similar law or (F) the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Corporation or of any substantial part of its property; (iii) any Change of Control of the Corporation.

**"on an as-if-converted basis"** means, with respect to each share of Class B Common Stock, that number of shares of Class A Common Stock into which such share of Class B Common Stock is then convertible pursuant to this Charter.

**"Original Class B Common Stock Shares"** means Eleven Million Seven Hundred Sixty (11,760,000) shares of Class B Common Stock, as adjusted for stock splits, stock dividends, recapitalizations, combinations, reclassifications and similar events which affect the shares of Class B Common Stock.

**"Person"** means an individual, partnership, corporation, limited liability company, trust, unincorporated organization, joint venture, government or agency, political subdivision thereof, or any other entity of any kind.

**"Securities Act"** means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

**"Senior Stock"** means the Class B Common Stock, and/or any other class or series of capital stock of the Corporation ranking senior to the Class B Common Stock in terms of dividends or rights upon a Liquidation Event.

**"Stockholders"** means the stockholders of the Corporation.

**"Stockholders Agreement"** means the Stockholders Agreement dated August 29, 2011 by and among the Corporation and the Stockholders party thereto, as amended or restated from time to time.

2. **Dividends.** Subject to the provisions of law and any rights and preferences of any Senior Stock, dividends, including dividends payable in shares of another class or series of the Corporation's stock, may be paid on the Common Stock of the Corporation at such time and in such amounts as the Board may determine from time to time. If dividends are paid or set aside on any share of Class A Common Stock, an additional dividend shall be paid with respect to all outstanding shares of Class B Common Stock in an amount per share equal (on an as-if-converted basis) to the amount paid or set aside for each share of Class A Common Stock; provided, however, that this provision shall not apply to (i) a dividend payable solely in shares of Class A Common Stock, or (ii) any repurchase by the Corporation of its outstanding equity securities pursuant to the Stockholders' Agreement or any employment agreement, option agreement, employee stock purchase agreement or other similar agreement under which the

Corporation has the option or obligation to repurchase such equity securities upon the occurrence of certain events or that is approved by the Board.

3. Liquidation. Upon the occurrence of a Liquidation Event, the funds and assets of the Corporation that may be legally distributed to the Stockholders (including the consideration paid or tendered in connection with any Liquidation Event) (the "*Available Funds and Assets*") shall be distributed to Stockholders in the following manner:

(a) Class B Common Stock Liquidation Preference. The holders of shares of Class B Common Stock then outstanding shall be entitled to be paid, out of the Available Funds and Assets, and prior and in preference to any payment or distribution (or any setting apart of any payment or distribution) of any Available Funds and Assets on any shares of Class A Common Stock and any other Junior Stock, an amount per share equal to, at the election of the holders of a majority of the then outstanding shares of Class B Common Stock: (i) the Class B Common Stock Purchase Price (as adjusted for stock splits, stock dividends, recapitalizations, combinations, reclassifications and similar events which affect the shares of Class B Common Stock) plus all dividends (if any) accrued and unpaid on such share of Class B Common Stock up to the date of the Liquidation Event, or (ii) the amount of Available Funds and Assets that would be allocable per share of Class B Common Stock had all outstanding shares of Class B Common Stock been converted into Class A Common Stock immediately prior to such Liquidation Event. If, upon the occurrence of a Liquidation Event, the Available Funds and Assets shall be insufficient to permit the payment to the holders of the Class B Common Stock their full preferential amount described in this subsection, then all Available Funds and Assets shall be distributed ratably among the holders of the Class B Common Stock in proportion to the preferential amount each such holder is otherwise entitled to receive.

(b) Remaining Assets. If there are any Available Funds and Assets remaining after the payment or distribution (or the setting aside for payment or distribution) to the holders of the Class B Common Stock of their full preferential amounts described in Section 3(a) above, then all such remaining Available Funds and Assets shall be paid or distributed (or set aside for payment or distribution) pro rata among the holders of the Class B Common Stock, based on the number of shares of Class A Common Stock into which such outstanding shares are then convertible, and the holders of Class A Common Stock.

(c) Notice of Liquidation. Written notice of any Liquidation Event, stating the payment date or dates, time or times when, and the place or places where, amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage prepaid, not less than thirty (30) days prior to any payment date specified therein to the holders of record of the Common Stock at their respective addresses as shall appear on the records of the Corporation.

4. Voting Rights.

(a) General. On all matters to come before the Stockholders, the holders of the Class B Common Stock shall have that number of votes per share (rounded to the nearest whole share) equivalent to the number of shares of Class A Common Stock into which a share of Class B Common Stock is then convertible determined by reference to the Conversion

Price (as such term is defined below), as in effect at the record date of the determination of the holders of the shares entitled to vote (the "**Record Date**"), or, if no Record Date is established by the Board, at the date such vote is taken or any written consent of stockholders is first solicited. Each share of Class A Common Stock shall entitle the holder thereof to one (1) vote. Except as otherwise provided by this Charter, the Stockholders Agreement or as otherwise required by law, shares of Class B Common Stock and Class A Common Stock will entitle the holders thereof to the same rights and privileges, and shall be identical in all respects, as to voting and shall vote as a single class, series or voting group on all matters. The holders of the Common Stock shall be entitled to notice of any Stockholders' meeting in accordance with the Bylaws. Shares of Common Stock of any class shall not have cumulative voting rights.

(b) Protective Provisions. In addition to the voting rights provided by the foregoing subparagraph (a), until the Stockholders Agreement shall have expired or terminated in accordance with its terms, the Corporation shall not take any actions specified in Section 3.2 of the Stockholders Agreement (or any successor provision thereof approved in accordance with the terms of the Stockholders Agreement) without the approval or consent of the holders of the Class B Common Stock or Class A Common Stock specified in the Stockholders Agreement.

5. Optional Conversion. Each share of the Class B Common Stock shall be convertible, at the option of the holder thereof, at any time and from time to time after the date of the issuance of such share (provided that upon a Liquidation Event, all rights of the holders of Class B Common Stock to convert any share of Class B Common Stock into Class A Common Stock shall terminate as of the close of business on the day fixed for payment of the Available Funds and Assets payable with respect to such shares of Class B Common Stock in accordance with Section 3 of this Charter), into that number of fully paid and nonassessable shares of Class A Common Stock determined in accordance with the provisions of Section 5(b) below.

(a) Mechanics of Optional Conversion. In order to convert shares of Class B Common Stock into shares of Class A Common Stock, the holder thereof shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or to the transfer agent for the Common Stock, together with written notice to the Corporation stating that such holder elects to convert the same and setting forth the name or names in which the certificate or certificates for Class A Common Stock should be issued, and the number of shares of Class B Common Stock being converted.

(b) Conversion Ratio. Each outstanding share of Class B Common Stock shall be convertible into the number of shares of Class A Common Stock which results from dividing the Conversion Price per share as in effect at the time into the Base Price. No fractional shares of Class A Common Stock shall be issued upon conversion of shares of Class B Common Stock. In lieu of any fractional shares to which a holder of Class B Common Stock would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then effective Conversion Price. Whether or not a holder of Class B Common Stock would otherwise be entitled to a fractional share shall be determined on the basis of the total number of shares of Class B Common Stock the holder is at the time converting into Class A Common Stock and the number of shares of Class A Common Stock issuable upon such aggregate conversion.



(c) Issuance of New Certificates. The Corporation shall, as soon as practicable after the surrender of the certificate or certificates evidencing shares of Class B Common Stock for conversion at the office of the Corporation or the transfer agent for the Common Stock, issue to each holder of such shares, or its nominee or nominees, a certificate or certificates evidencing the number of shares of Class A Common Stock into which such shares of Class B Common Stock have been converted (and any other securities and property) to which it shall be entitled and, in the event that only a part of the shares evidenced by such certificate or certificates are converted, a certificate evidencing the number of shares of Class B Common Stock which are not converted. Any conversion of Class B Common Stock pursuant to Section 5(a) shall be deemed to have been made immediately prior to the close of business on the date of such surrender of stock certificates evidencing the shares of Class B Common Stock to be converted, and the person or persons entitled to receive the shares of Class A Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Class A Common Stock at such date.

(d) The Class A Common Stock issuable upon conversion of shares of Class B Common Stock, when such Class A Common Stock shall be issued in accordance with the terms hereof, are hereby declared to be and shall be duly authorized, validly issued, fully paid and nonassessable shares of Class A Common Stock held by the holders thereof.

6. Automatic Conversion. Each share of Class B Common Stock automatically shall be converted into shares of Class A Common Stock, determined by dividing the Base Price by the then effective Conversion Price, (i) upon the election by the holders of at least a majority of the outstanding Class B Common Stock, voting on an as converted basis, to convert such shares into Class A Common Stock, or (ii) immediately prior to the closing of the first firm commitment underwritten sale of Common Stock to the public pursuant to an effective registration statement filed pursuant to the Securities Act, as then in effect in which (A) the Corporation's common stock is sold to the public for aggregate cash gross proceeds (after deduction of underwriting discounts and expenses of sale) of at least \$50,000,000, and (B) the shares of common stock have been accepted for listing on The New York Stock Exchange, the American Stock Exchange, The Nasdaq Global Market or The Nasdaq Global Select Market (any such conversion pursuant to clauses (i) or (ii), shall be referred to herein as an "**Automatic Conversion Event**").

(a) In the case of an Automatic Conversion Event, all holders of record of shares of Class B Common Stock shall be sent written notice of the Automatic Conversion Event and the automatic conversion of their shares of Class B Common Stock pursuant to this Section 6, if practicable, as soon as practicable prior to such event or otherwise as soon as practicable after such event, and the place designated for the surrender of all certificates evidencing shares of Class B Common Stock converted pursuant to this Section 6. Upon an Automatic Conversion Event, the outstanding shares of Class B Common Stock shall be converted automatically without any further action by the holders of such shares and whether or not the stock certificates representing such shares are surrendered to the Corporation or its transfer agent; provided that the Corporation shall not be obligated to issue to any holder of Class B Common Stock certificates evidencing the shares of Class A Common Stock issuable upon such conversion of Class B Common Stock unless certificates evidencing such shares of Class B

Common Stock (or an affidavit of loss or destruction thereof) are delivered either to the Corporation or any transfer agent of the Corporation.

(b) All certificates evidencing shares of Class B Common Stock that are required to be surrendered for conversion in accordance with the provisions hereof shall, from and after the date such certificates are so required to be surrendered, be deemed to have been retired and canceled and the shares of Class B Common Stock represented thereby converted into Class A Common Stock for all purposes, notwithstanding the failure of the holder or holders thereof to surrender such certificates on or prior to such date. The Corporation may thereafter take such appropriate action as may be necessary to reduce the authorized Class B Common Stock accordingly.

(c) The Class A Common Stock issued upon conversion of shares of Class B Common Stock, when such Class A Common Stock shall be issued in accordance with the terms hereof, are hereby declared to be and shall be duly authorized, validly issued, fully paid and nonassessable shares of Class A Common Stock held by the holders thereof.

7. Conversion Price; Adjustments to Conversion Price. The "**Conversion Price**" per share for the Class B Common Stock initially shall be the Class B Common Stock Purchase Price. The Conversion Price shall be subject to adjustment from time to time as provided herein.

(a) Adjustment for Stock Splits and Combinations. If outstanding shares of the Class B Common Stock shall be subdivided into a greater number of shares, or a dividend or other distribution in Class B Common Stock or other securities of the Corporation convertible into or exchangeable for Class B Common Stock (in which latter event the number of shares of Class B Common Stock issuable upon the conversion or exchange of such securities shall be deemed to have been distributed), shall be paid in respect of the Class B Common Stock, the Conversion Price for the Class B Common Stock as in effect immediately prior to such subdivision or at the record date of such stock dividend shall, simultaneously with the effectiveness of such subdivision or immediately after the record date of such stock dividend, be proportionately reduced, and conversely, if outstanding shares of the Class B Common Stock shall be combined into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall simultaneously with the effectiveness of such combination, be proportionately increased so that, in each case, each holder of shares of Class B Common Stock shall have the right to convert its shares of Class B Common Stock into the number of shares of Class A Common Stock which it would have owned after the event had such shares of Class B Common Stock been converted immediately before the happening of such event. Any adjustment to the Conversion Price under this Section 7(a) shall become effective at the close of business on the date the subdivision or combination referred to herein becomes effective.

(b) Adjustments for Other Dividends. If the Corporation at any time, or from time to time, shall make or issue, or fix a record date for the determination of holders of Class A Common Stock entitled to receive a dividend or other distribution payable in shares of Class A Common Stock or securities convertible into or exchangeable for Class A Common Stock, then and in each such event, provision shall be made so that the holders of Class B Common Stock shall receive upon conversion thereof, in addition to the number of shares of

Class A Common Stock receivable thereupon, the amount of securities of the Corporation which they would have received had their Class B Common Stock been converted into Class A Common Stock on the date of such event and had thereafter, during the period from the date of such event to and including the date of conversion, retained such securities receivable by them as aforesaid during such period, giving application to all adjustments called for during such period under this Section 7 with respect to the rights of the holders of Class B Common Stock.

(c) Reorganizations, Mergers, Consolidations or Reclassifications. In the event of any capital reorganization, any reclassification of the Common Stock (other than a change in par value), or the consolidation or merger of the Corporation with or into another Person (collectively referred to hereinafter as a "*Reorganization*"), the holders of Class B Common Stock shall thereafter be entitled to receive, and provision shall be made therefor in any agreement relating to a Reorganization, upon conversion of the Class B Common Stock, the kind and number of shares of Class A Common Stock or other securities or property (including cash) of the Corporation, or other corporation resulting from such consolidation or surviving such merger to which a holder of the number of shares of the Class A Common Stock of the Corporation into which the Class B Common Stock could have been converted immediately prior to such Reorganization (based on the applicable Conversion Price then in effect); and in any such case appropriate adjustment shall be made in the application of the provisions herein set forth with respect to the rights and interests thereafter of the holders of Class B Common Stock, such that the provisions set forth herein (including the specified changes and other adjustments to the applicable Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any shares, other securities or property thereafter receivable upon conversion of the Class B Common Stock. The provisions of this Section 7(c) shall similarly apply to successive Reorganizations.

(d) Sale of Additional Shares. If at any time or from time to time the Corporation shall issue or sell, or is deemed to have issued or sold in accordance with the provisions of this Section 7, any shares of Class A Common Stock (other than as a dividend or other distribution on any class of capital stock as provided in Section 7(b) above and other than as a subdivision or combination of shares of Class B Common Stock as provided in Section 7(a) above) for no consideration or for a consideration per share less than the Conversion Price which is in effect immediately prior to the time of such issuance or sale (such issuance or sale shall be referred to as a "*Dilutive Issuance*"), then, upon the closing of the Dilutive Issuance, the Conversion Price shall be adjusted by multiplying the Conversion Price (as in effect immediately before the Dilutive Issuance) by a fraction, (A) the numerator of which is the number of shares equal to the sum of (x) all Class A Common Stock issued and outstanding immediately before the Dilutive Issuance, (y) all Class A Common Stock that would be issued and outstanding if all Class B Common Stock, Options and Convertible Securities (each, as defined below) were converted or exercised immediately before the Dilutive Issuance and (z) the number of shares of Class A Common Stock that could be purchased at the Conversion Price immediately before the Dilutive Issuance for the aggregate consideration (as determined in accordance with Section 7(e) below with respect to Options and Convertible Securities) paid or payable upon the sale or issuance of Class A Common Stock or Options or Convertible Securities sold or issued in the Dilutive Issuance, and (B) the denominator of which is the number of shares equal to the sum of (x) all Class A Common Stock issued and outstanding immediately before the Dilutive Issuance, (y) all Class A Common Stock that would be issued if all Class B Common Stock, Options and

Convertible Securities were converted or exercised immediately before the Dilutive Issuance and (z) the number of shares Class A Common Stock or Options or Convertible Securities that are issued in the Dilutive Issuance.

(e) Issuance of Rights, Options or Convertible Securities.

(i) Issuance of Rights or Options. In case at any time the Corporation shall in any manner grant (whether directly or by assumption in a merger or otherwise) any warrants or other rights to subscribe for or to purchase, or any options for the purchase of, Class A Common Stock or any stock or security convertible into or exchangeable for Class A Common Stock (such warrants, rights or options being called "*Options*" and such convertible or exchangeable stock or securities being called "*Convertible Securities*"), whether or not such Options are immediately exercisable, and the Effective Price Per Option Share (as herein defined) for which Class A Common Stock is issuable upon the exercise of such Options shall be less than the applicable Conversion Price in effect immediately prior to the time of the granting of such Options, then the total maximum number of shares of Class A Common Stock issuable upon the exercise of such Options or upon conversion or exchange of the total maximum amount of Convertible Securities issuable upon the exercise of such Options shall be deemed to have been issued for such Effective Price Per Option Share as of the date of granting of such Options or the issuance of such Convertible Securities. The "*Effective Price Per Option Share*" shall be determined by dividing (x) the total amount, if any, received or receivable by the Corporation as consideration for the granting of such Options, plus the minimum aggregate amount of additional consideration payable to the Corporation upon the exercise of all such Options, plus, in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable upon the issue or sale of such Convertible Securities and upon the conversion or exchange thereof, by (y) the total maximum number of shares of Class A Common Stock issuable upon the exercise of all such Options or upon the conversion or exchange of all such Convertible Securities issuable upon the exercise of such Options. Except as otherwise provided in Section 7(e)(iii) hereof, no adjustment of a Conversion Price shall be made upon the actual issue of such Class A Common Stock upon exercise of such Options or upon the actual issue of such Class A Common Stock (or other Convertible Security) upon conversion or exchange of such Convertible Securities issuable upon the exercise of such Options.

(ii) Issuance of Convertible Securities. In case the Corporation shall in any manner issue (whether directly or by assumption in a merger or otherwise) or sell any Convertible Securities, whether or not the rights to exchange or convert any such Convertible Securities are immediately exercisable, and the Effective Price Per Share (as herein defined) for which Class A Common Stock issuable upon such conversion or exchange shall be less than the applicable Conversion Price in effect immediately prior to the time of such issue or sale, then the total maximum number of shares of Class A Common Stock issuable upon conversion or exchange of all such Convertible Securities shall be deemed to have been issued for such Effective Price Per Share as of the date of the issue or sale of such Convertible Securities. The "*Effective Price Per Share*" shall be determined by dividing (A) the total amount received or receivable by the Corporation as consideration for the issue or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof, by (B) the total maximum

number of shares of Class A Common Stock issuable upon the conversion or exchange of all such Convertible Securities. Except as otherwise provided in Section 7(e)(iii) hereof, no adjustment of the applicable Conversion Price shall be made upon the actual issue of such Class A Common Stock upon conversion or exchange of such Convertible Securities and (y) if any such issue or sale of such Convertible Securities is made upon exercise of any Options to purchase any of the Convertible Securities for which adjustments of the applicable Conversion Price have been or are to be made pursuant to other provisions of this Section 7(e), no further adjustment of the applicable Conversion Price shall be made by reason of such issue or sale.

(iii) Change in Option Price or Conversion Rate. Upon the happening of any of the following events, namely, if the purchase price provided for in any Option referred to in Section 7(e)(i) hereof, the additional consideration, if any, payable upon the conversion or exchange of any Convertible Securities referred to in Sections 7(e)(i) or 7(e)(ii) hereof, or the rate at which Convertible Securities referred to in Sections 7(e)(i) or 7(e)(ii) hereof are convertible into or exchangeable for Class A Common Stock shall change at any time (including, but not limited to, changes under or by reason of provisions designed to protect against dilution), the Conversion Price in effect at the time of such event shall forthwith be readjusted to the Conversion Price which would have been in effect at such time had such Options or Convertible Securities still outstanding provided for such changed purchase price, additional consideration or conversion rate, as the case may be, at the time initially granted, issued or sold, but only if as a result of such adjustment the applicable Conversion Price then in effect hereunder is thereby reduced; and on the expiration of any such Option or the termination of any such right to convert or exchange such Convertible Securities, the applicable Conversion Price then in effect hereunder shall forthwith be increased to the Conversion Price which would have been in effect at the time of such expiration or termination had such Option or Convertible Securities, to the extent outstanding immediately prior to such expiration or termination, never been issued.

(iv) Consideration for Stock. In case any shares of Class A Common Stock, Options or Convertible Securities shall be issued or sold for cash, the consideration received therefor shall be deemed to be the amount received by the Corporation therefor (including the total amount received or receivable by the Corporation as consideration for the issue or sale of any Options or Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the exercise, conversion or exchange thereof, including any conversion or exchange of any Convertible Securities issued or issuable upon exercise, conversion or exchange of such Options or Convertible Securities), net of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. In case any shares of Class A Common Stock, Options or Convertible Securities shall be issued or sold for a consideration other than cash (including, by way of example and not by way of limitation, in exchange for services provided to the Corporation), the amount of the consideration (including the consideration received or receivable by the Corporation as consideration for the issue or sale of any Options or Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the exercise, conversion or exchange thereof, including any conversion or exchange of any Convertible Securities issued or issuable upon exercise, conversion or exchange of such Options or Convertible Securities) other than cash received by the Corporation shall be deemed to be the fair value of such consideration as

determined in good faith by the Board, net of deduction of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. In case any Options shall be issued in connection with the issue and sale of other securities of the Corporation, together comprising one integral transaction in which no specific consideration is allocated to such Options by the parties thereto, such Options shall be deemed to have been issued for such consideration as determined in good faith by the Board.

(v) Date of Adjustment. In case the Corporation shall take a record of the holders of its Class A Common Stock for the purpose of entitling them (x) to receive a dividend or other distribution payable in Class A Common Stock, Options or Convertible Securities or (y) to subscribe for or purchase Class A Common Stock, Options or Convertible Securities, then such record date shall be deemed (but only to the extent that one of the preceding events actually occurs) to be the date of the issue or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(vi) Authorized but Unissued Shares. The disposition of any shares of Class A Common Stock owned or held by or for the account of the Corporation shall be considered an issue or sale of Common Stock for the purpose of this Section 7(e).

(vii) Certain Issuances of Common Stock Excepted. Anything to the contrary notwithstanding, the Corporation shall not be required to make any adjustment to the Conversion Price in the case of:

(A) the conversion of any shares of Class B Common Stock into shares of Class A Common Stock;

(B) the issuance or exercise of options or other stock awards pursuant to the Corporation's 2003 Stock Incentive Plan, as amended or restated from time to time, or the Corporation's 2011 Stock Incentive Plan, as amended or restated from time to time, up to an aggregate of twenty percent (20%) of shares of Class A Common Stock (as adjusted for stock splits, stock dividends, recapitalizations, combinations, reclassifications and similar events which affect the shares of Class A Common Stock); or

(C) the exercise or conversion of any Options or Convertible Securities into any Class A Common Stock or any stock or security convertible into or exchangeable for any Class A Common Stock.

(viii) Calculation of Adjustment to Conversion Price. The calculation by the Board of any adjustment to the Conversion Price, made in good faith and in accordance with the foregoing provisions of this Section 7(e), shall be final and binding on all Stockholders.

(ix) Waiver of Adjustment of Conversion Price. Notwithstanding anything herein to the contrary, the operation of, and any adjustment of the Conversion Price under, this Section 7(e) with respect to the Class B Common Stock may be waived by the holders of at least a majority of the outstanding shares of the Class B Common

Stock, voting on an as converted basis, either prospectively or retroactively and either generally or in a particular instance, by a writing executed by the record holders of such shares. Any waiver pursuant to this Section 7(e)(ix) shall bind all future holders of shares of the Class B Common Stock.

(f) Notice of Adjustment. Upon any adjustment of the Conversion Price or the number of shares of Class A Common Stock into which the Class B Common Stock shall be convertible, then and in each such case the Corporation shall give written notice thereof, by first class mail, postage prepaid, addressed to each holder of shares of Class B Common Stock at the address of such holder as shown on the books of the Corporation, which notice shall state the Conversion Price or the adjusted number of shares of Class A Common Stock into which the Class B Common Stock shall be convertible, as applicable, resulting from such adjustment and setting forth in reasonable detail the method upon which such calculation is based.

(g) Notices of Record Date. In the event the Corporation shall propose to take any action of the type or types requiring an adjustment to the Conversion Price or the number of shares or character of the Class B Common Stock as set forth in Section 7(e) through (j) inclusive, the Corporation shall give notice to the holders of the shares of Class B Common Stock in the manner set forth in Section 7(k) below, which notice shall specify the record date, if any, with respect to any such action and the date on which such action is to take place. Such notice shall also set forth such facts with respect thereto as shall be reasonably necessary to indicate the effect of such action (to the extent such effect may be known at the date of such notice) on the Conversion Price and the number, kind or class of shares or other securities or property which shall be deliverable upon the occurrence, of such action or deliverable upon the conversion of the Class B Common Stock. In the case of any action which would require the fixing of a record date, such notice shall be given at least 20 days prior to the date so fixed.

(h) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of effecting the conversion of the shares of Class B Common Stock, such number of shares of Class A Common Stock as shall from time to time be sufficient to effect a conversion of all outstanding shares of Class B Common Stock, and if at any time the number of authorized but unissued shares of Class A Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Class B Common Stock, the Corporation shall promptly seek such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Class A Common Stock to such number of shares as shall be sufficient for such purpose. In the event of the consolidation or merger of the Corporation with another corporation where the Corporation is not the surviving corporation, effective provisions shall be made in the certificate or articles of incorporation, merger, or consolidation, or otherwise of the surviving corporation so that such corporation will at all times reserve and keep available a sufficient number of shares of Class A Common Stock or other securities or property to provide for the conversion of the Class B Common Stock in accordance with the provisions of this Section 7.

(i) Payment of Taxes. The Corporation shall pay any taxes and other governmental charges (other than any income or other taxes imposed upon the profits realized by the recipient) that may be imposed in respect of the issue or delivery of shares of Class A

Common Stock or other securities or property upon conversion of shares of Class B Common Stock, including without limitation, any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Class A Common Stock or other securities in a name other than that of which the shares of Class B Common Stock so converted were registered.

(j) Status of Converted or Redeemed Stock. Any share of Class B Common Stock converted, repurchased or otherwise acquired by the Corporation shall be retired and canceled and shall upon cancellation be restored to the status of authorized but unissued and undesignated shares of common stock, subject to reclassification by the Board and issuance by the Corporation as shares of common stock of any class or series in accordance with the terms of this Charter.

(k) No Impairment. The Corporation shall not amend the Charter or participate in any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, for the purpose of avoiding or seeking to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but shall at all times in good faith use its reasonable best efforts, and assist in carrying out all such action as may be reasonably necessary or appropriate in order to protect the conversion rights of the holders of the Class B Common Stock against dilution or other impairment.

(l) Common Stock. The shares of Class A Common Stock issued or issuable upon conversion of Class B Common Stock shall be shares of the Class A Common Stock of the Corporation as constituted on the date hereof, except as otherwise expressly provided in this Section 7.

(m) Notices. All notices referred to herein, except as otherwise expressly provided, shall be made by registered or certified mail, return receipt requested, postage prepaid and shall be deemed to have been given when so mailed.

#### 8. Conversion of Outstanding Shares of Capital Stock.

(a) Upon the filing of these Articles of Amendment and Restatement with, and acceptance for record by, the State Department of Assessments and Taxation of the State of Maryland (the "**Effective Time**"), each share of capital stock of the Corporation outstanding immediately prior to the Effective Time, and any shares of capital stock reserved for issuance upon the exercise or conversion of any shares of Preferred Stock or any Options or Convertible Securities (other than the Preferred Stock) outstanding immediately prior to the Effective Time (collectively, the "**Pre-Split Shares**") shall, *ipso facto* and without any further action on the part of the Corporation or the Stockholders, be changed, converted and reclassified as hereinafter set forth (the "**Reverse Split**"):

(i) each share of the issued and outstanding Series A Preferred Stock, par value \$0.001 per share, of the Corporation (the "**Series A Preferred Stock**") shall be changed, converted and reclassified into 0.24109 shares of Class A Common Stock;



(ii) each share of the issued and outstanding Series A-1 Preferred Stock, par value \$0.001 per share, of the Corporation (the "**Series A-1 Preferred Stock**") shall be changed, converted and reclassified into 0.24109 shares of Class A Common Stock;

(iii) each share of the issued and outstanding Series B Preferred Stock, par value \$0.001 per share, of the Corporation (the "**Series B Preferred Stock**") shall be changed, converted and reclassified into 0.31419 shares of Class A Common Stock;

(iv) each share of the issued and outstanding Series C Preferred Stock, par value \$0.001 per share, of the Corporation (the "**Series C Preferred Stock**") shall be changed, converted and reclassified into 0.43946 shares of Class A Common Stock;

(v) each share of the issued and outstanding Class B Common Stock, par value \$0.001 per share, of the Corporation (the "**Old Class B Common Stock**") shall be changed, converted and reclassified into 0.00266 shares of Class A Common Stock,

(vi) each share of Class A Common Stock, par value \$0.001 per share, of the Corporation (the "**Old Class A Common Stock**"), and Old Class B Common Stock, in each case, reserved for issuance upon the exercise or conversion of any Options or Convertible Securities (other than the Preferred Stock or shares of Old Class B Common Stock reserved for issuance upon conversion of shares of Old Class A Common Stock) outstanding as of the Effective Time shall be changed, converted and reclassified into 0.00266 shares of Class A Common Stock; and

(vii) all authorized and unissued shares of Series C-1 Preferred Stock, par value \$0.001 per share, of the Corporation (the "**Series C-1 Preferred Stock**"), Old Class B Common Stock (including shares of Old Class B Common Stock reserved for issuance upon conversion of shares of Old Class A Common Stock) and Old Class A Common Stock (including shares of Old Class A Common Stock reserved for issuance upon conversion of shares of Preferred Stock), in each case, as of immediately prior to the Effective Time, shall automatically be canceled as of the Effective Time.

(The shares of Class A Common Stock into which the Pre-Split Shares are changed, converted and reclassified as of the Effective Time are referred to in this Charter as the "**Split Shares.**")

(b) The par value of all of the Split Shares shall be the same as the par value of all Pre-Split Shares as of immediately prior to the Effective Time and shall be \$0.001 per share.

(c) The Corporation shall be permitted to issue to the holders thereof any fractional Split Shares that may result from the Reverse Split.

(d) All holders of record of Pre-Split Shares shall be sent written notice of the Reverse Split and the automatic change, conversion and reclassification of their respective Pre-Split Share as soon as practicable after the Effective Time, stating the number of Split Shares that such holder owns immediately after the Effective Time and the place designated

for the surrender of all certificates evidencing Pre-Split Shares so changed, converted and reclassified pursuant to this Section 8.

(d) All certificates evidencing Pre-Split Shares shall be surrendered for conversion at the offices of the Corporation. As of the Effective Time, the Pre-Split Shares shall be changed, converted and reclassified automatically without any further action by the holders of such shares and whether or not the stock certificates representing the Pre-Split Shares are surrendered to the Corporation; provided that the Corporation shall not be obligated to issue to any holder of Pre-Split Shares certificates evidencing their Split Shares issuable upon the Effective Time of the Reverse Split unless certificates evidencing such Pre-Split Shares (or an affidavit of loss or destruction thereof) are delivered to the Corporation. From and after the Effective Time, all Pre-Split Shares be deemed to have been retired and canceled and the Pre-Split Shares represented thereby converted into Split Shares for all purposes, notwithstanding the failure of the holder or holders thereof to surrender such certificates on or prior to such date.

(e) The Split Shares issuable as of the Effective Time upon the change, conversion and reclassification of the Pre-Split Shares pursuant to the Reverse Split are hereby declared to be, and are, duly authorized, validly issued, fully paid and nonassessable shares of Class A Common Stock held by the holders thereof.

SIXTH: (a) The Board shall be composed of six (6) directors, which number shall be subject to adjustment pursuant to subparagraph (b) below or the Bylaws, who shall be elected and have the qualifications set forth herein. The holders of Class B Common Stock, voting as a separate class, shall initially be entitled to elect four (4) directors of the Corporation; provided, however, that to be qualified to serve, each such director must have been nominated by the Centerbridge Stockholders. The holders of the Class A Common Stock, voting as a separate class, shall be entitled to elect one (1) director of the Corporation. At the first meeting of the Board following the Effective Time, the number of directors shall without further action be increased by one (1) and the Board may elect an individual to fill such vacancy; provided such individual is not an Affiliate of any Stockholder, was approved by the Centerbridge Stockholders and the Sterling Stockholders (as defined in the Stockholders Agreement) prior to his or her election, and otherwise meets the qualifications set forth in Section 3.1(b) of the Stockholders Agreement (a director having such qualifications, an "Independent Director"). Upon the increase in the size of the Board to seven (7) directors, the holders of Common Stock, voting together as a class on an as-if-converted basis, shall be entitled to elect two (2) directors of the Corporation; provided, however, that to be qualified to serve, one such director must at all times continue to serve as the Chief Executive Officer of the Corporation and the other director must be an Independent Director. The names of directors who are serving until the next annual meeting of Stockholders and until their successors are elected and qualify are as follows: Eric Becker, Michael G. Bronfein, Steven M. Silver, Jared S. Hendricks, Michael Boxer and a vacancy.

(b) For so long as the Centerbridge Stockholders collectively beneficially own shares of Class B Common Stock representing 50% or more of the Original Class B Common Stock Shares, the holders of Class B Common Stock may at any time take action by written consent pursuant to Section 2-505 of the Maryland General Corporation Law, increasing the number of directors by two (2) or such higher number as may be requested by the holders of at least a majority of the Class B Common Stock. The holders of Common Stock, voting together

as a class on an as-if-converted basis, shall be entitled to elect such directors; provided, however, that, any such directors must have been nominated by the Centerbridge Stockholders to be qualified to serve.

(c) Any director elected by the holders of the Class B Common Stock, voting separately as a class, or the holders of the Class A Common Stock, voting separately as a class, as applicable, shall be removed only by the affirmative vote of a majority of all the votes of that class, or as otherwise provided by the Stockholders Agreement. In the event that any person elected as a director by the holders of the Class B Common Stock or the holders of the Class A Common Stock, as applicable, for any reason (other than as required by the Stockholders Agreement) ceases to serve as a director during such person's term of office, the resulting vacancy shall be filled by the holders of the Class B Common Stock or holders of a majority of the Class A Common Stock, as applicable, and shall be subject to the qualifications above.

SEVENTH: (a) The following provisions are hereby adopted for the purpose of defining, limiting, and regulating the powers of the Corporation and of the directors and the Stockholders:

(1) The Corporation shall indemnify (A) its directors and officers, whether serving the Corporation or at its request any other entity, to the full extent required or permitted by the General Laws of the State of Maryland now or hereafter in force, including the advance of expenses under the procedures and to the full extent permitted by law and (B) other employees and agents to such extent as shall be authorized by the Board or the Corporation's Bylaws and be permitted by law. The foregoing rights of indemnification shall not be exclusive of any other rights to which those seeking indemnification may be entitled. The Board may take such action as is necessary to carry out these indemnification provisions and is expressly empowered to adopt, approve and amend from time to time such Bylaws, resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law. No amendment of this Charter or repeal of any of its provisions shall limit or eliminate the right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal.

(2) To the fullest extent permitted by Maryland statutory or decisional law, as amended or interpreted, no director or officer of the Corporation shall be personally liable to the Corporation or the Stockholders for money damages. No amendment of the Charter of the Corporation or repeal of any of its provisions shall limit or eliminate the limitation on liability provided to directors and officers hereunder with respect to any act or omission occurring prior to such amendment or repeal.

(3) The Corporation reserves the right from time to time to make any amendments of the Charter which may now or hereafter be authorized by law, including any amendments changing the terms or contract rights, as expressly set forth in the Charter, of any or its outstanding stock by classification, reclassification or otherwise.

(4) The provisions of Section 3-602 of the Maryland General Corporation Law shall not apply generally to any Business Combination (as defined in Section 3-601(e)(2) of the Maryland General Corporation Law) between the Corporation and any other Person.

(5) The provisions of Sections 3-701 to 3-710 of the Maryland General Corporation Law shall not apply generally to any Control Share Acquisition (as defined in Section 3-701(e) of the Maryland General Corporation Law) of any shares of capital stock of the Corporation.

(6) Notwithstanding any provision of law requiring the authorization of any action by a greater proportion than a majority of the total number of shares of all classes of capital stock or of the total number of shares of any class of capital stock, subject to the provisions herein, such action shall be valid and effective if authorized by the affirmative vote of the holders of at least a majority of the total number of shares of all classes outstanding and entitled to vote thereon, except as otherwise provided in the Charter.

(7) The Stockholders, including those entitled to vote generally in the election of directors, may take action or consent to any action by delivering a consent in writing or by electronic transmission of the Stockholders entitled to cast not less than the minimum number of votes that would be necessary to authorize or take the action at a Stockholders meeting if the Corporation gives notice of the action to each holder of the class of security not later than 10 days after the effective date of the action.

(8) No Stockholder shall be entitled to exercise the rights of an objecting stockholder pursuant to Section 3-202 of the Maryland General Corporation Laws.

(a) The enumeration and definition of particular powers of the Board included in the foregoing shall in no way be limited or restricted by reference to or inference from the terms of any other clause of this or any other Article of the Charter of the Corporation, or construed as or deemed by inference or otherwise in any manner to exclude or limit any powers conferred upon the Board under the General Laws of the State of Maryland now or hereafter in force.

**EIGHTH:** The duration of the Corporation shall be perpetual.

**SECOND:** (a) As of immediately prior to the amendment and restatement, the total number of shares of capital stock of all classes which the Corporation had authority to issue is 86,731,243 shares, consisting of (i) 24,793,360 shares of Preferred Stock, of which 7,800,000 shares were designated Series A Preferred Stock, 6,500,000 shares were designated Series A-1 Preferred Stock, 5,100,690 shares were designated Series B Preferred Stock, 3,664,921 shares were designated as Series C Preferred Stock and 1,727,749 shares were designated Series C-1 Preferred Stock, and (ii) 61,937,883 shares of Common Stock, consisting of 27,300,360 shares of Class A Common Stock and 34,637,523 shares of Class B Common Stock. As of immediately

prior to the amendment and restatement, the aggregate par value of all classes of stock having a par value was \$86,732.

(b) As amended and restated, the total number of shares of capital stock of all classes which the Corporation shall have authority to issue is 148,000,000, all of which shares are Common Stock, par value \$0.001 per share, consisting of 83,000,000 shares of Class A Common Stock and 65,000,000 shares of Class B Common Stock. As amended and restated, the aggregate par value of the shares of all classes of the capital stock of the Corporation having a par value is \$148,000.00.

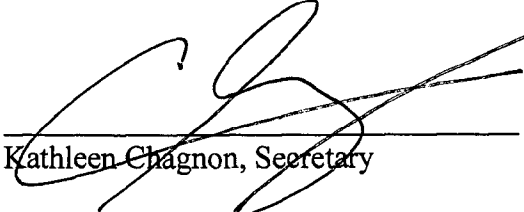
**THIRD:** The foregoing amendment and restatement to the Charter of the Corporation has been advised by the Board of directors of the Corporation and approved by the stockholders of the Corporation, as required by law.

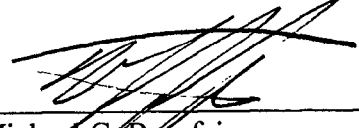
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the President and Chief Executive Officer of the Corporation has signed these Articles of Amendment and Restatement, attested to by the Secretary of the Corporation on this 29<sup>th</sup> day of August, 2011.

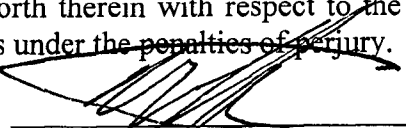
Attest:

WOODHAVEN HOLDING CORPORATION

  
\_\_\_\_\_  
Kathleen Chagnon, Secretary

By:   
\_\_\_\_\_  
Michael G. Bronfein  
President and Chief Executive Officer

THE UNDERSIGNED, President and Chief Executive Officer of Woodhaven Holding Corporation, who executed on behalf of the Corporation the foregoing Articles of Amendment and Restatement of which this certificate is made a part, hereby acknowledges in the name and on behalf of said Corporation the foregoing Articles of Amendment and Restatement to be the corporate act of said Corporation and hereby certifies that to the best of his knowledge, information, and belief the matters and facts set forth therein with respect to the authorization and approval thereof are true in all material respects under the penalties of perjury.

  
\_\_\_\_\_  
Michael G. Bronfein

Consent of Resident Agent

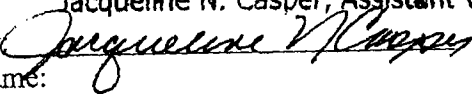
THE UNDERSIGNED, hereby consents to act as resident agent in Maryland for the entity named in the attached instrument.

CSC-Lawyers Incorporating Service Company

Jacqueline N. Casper, Assistant VP

By

Name:



CUST ID:0002636604  
WORK ORDER:0003853184  
DATE:08-29-2011 04:14 PM  
AMT. PAID:\$271.00

*[Signature Page to Articles of Amendment & Restatement]*

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RECORDED: 07/31/2012

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