

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF MERGER

I, Brian P. Kemp, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia Annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of **05/06/2016**. Attached is a true and correct copy of the said filing.

Surviving Entity:

ENA HOLDING CORPORATION , a Domestic Profit Corporation

Nonsurviving Entity/Entities:

COMMODORE MERGER SUB, INC. Georgia, a Domestic Profit Corporation

WITNESS my hand and official seal in the City of
Atlanta and the State of Georgia on 05/06/2016



A handwritten signature in black ink, appearing to read 'B. P. Kemp'.

Brian P. Kemp
Secretary of State

CERTIFICATE OF MERGER
OF
COMMODORE MERGER SUB, INC.,
A Georgia corporation
WITH AND INTO
ENA HOLDING CORPORATION,
a Georgia corporation
May 6, 2016

Pursuant to Section 14-2-1105(b) of the Georgia Business Corporation Code (“GBCC”), ENA Holding Corporation, a Georgia corporation (the “Company”), in connection with the merger (“Merger”) of Commodore Merger Sub, Inc., a Georgia corporation (“Merger Sub”), with and into the Company, hereby certifies as follows:

FIRST: The name and state of incorporation of each of the constituent corporations (the “Constituent Corporations”) of the Merger are as follows:

<u>Name</u>	<u>State of Incorporation</u>
COMMODORE MERGER SUB, INC.	Georgia
ENA HOLDING CORPORATION	Georgia

SECOND: An Agreement and Plan of Merger, dated as of March 7, 2016 (the “Merger Agreement”), by and among the Company, Commodore Parent, LLC, a Delaware limited liability company (the “Buyer”), Merger Sub, and MSouth Equity Partners II, L.P., except for Section 11.14 of the Merger Agreement, solely in its capacity as representative of the equity holders thereunder, has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with the GBCC.

THIRD: The Merger was duly approved by the shareholders of each of the Company and Merger Sub.

FOURTH: The Company shall be the surviving corporation in the Merger.

FIFTH: The certificate of incorporation of the Company shall be amended and restated in the Merger to read in its entirety as set forth on Exhibit A hereto, and as so amended and restated shall be the certificate of incorporation of the surviving corporation.

SIXTH: An executed copy of the Merger Agreement is on file at the principal place of business of the surviving corporation located at 101 McGavock Street, Nashville, TN,

37203. A copy of the Merger Agreement will be furnished by the surviving corporation, on request and without cost, to any shareholder of any of the Constituent Corporations.

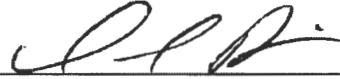
SEVENTH: The Merger shall be effective as of the filing of this Certificate of Merger with the Secretary of State of the State of Georgia.

EIGHTH: The Company undertakes to deliver the request for publication of a notice of filing of this Certificate of Merger, and payment therefor will be made as required by subsection (b) of Section 14-2-1105.1 of the Georgia Business Corporation Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Merger as of the date first written above.

ENA HOLDING CORPORATION

By: _____



Name: David Pierce

Title: Chief Executive Officer

2018 MAY -6 AM 11:50
SECRETARY OF STATE
CORPORATIONS DIVISION

[CERTIFICATE OF MERGER]

EXHIBIT A
AMENDED AND
**RESTATED ARTICLES OF INCORPORATION
OF
COMMODORE MERGER SUB, INC.**

The following constitute the Restated Articles of Incorporation of COMMODORE MERGER SUB, INC., as adopted by its board of directors (the "Board") and sole shareholder pursuant to and in accordance with the Georgia Business Corporation Code (the "GBCC");

ARTICLE I

The name of the corporation is Commodore Merger Sub, Inc. (hereinafter called the "Corporation").

ARTICLE II

The duration of the Corporation shall be perpetual. The Corporation is a corporation for profit and is organized to engage in any lawful act or activities for which corporations may be organized under the GBCC.

ARTICLE III

The Corporation is authorized to issue 1,000 shares of \$0.01 par value common stock (the "Common Stock"). Each holder of record of Common Stock shall be entitled to vote at all meetings of the shareholders and shall have one vote for each share held by such holder of record. The Common Stock authorized by this Article III shall be issued for such consideration as shall be fixed, from time to time, by the Board. No shareholder of the Corporation shall have any preemptive rights by virtue of these Restated Articles of Incorporation. The capital stock of the Corporation, after the amount of the subscription price has been fully paid in, shall not be assessable for any purpose, and no stock issued as fully paid shall ever be assessable or assessed. No shareholder of the Corporation, to the fullest extent permitted by applicable law, shall be individually liable for the debts or liabilities of the Corporation.

ARTICLE IV

The address of the Corporation's registered office in the State of Georgia is Berman Fink Van Horn P.C., 3475 Piedmont Road, NE, Suite 1100, Atlanta, Georgia 30305. The name of the Corporation's registered agent at such address is Thomas E. Sowers.

ARTICLE V

The mailing address of the principal office of the Corporation is 19 West 44th Street, 18th Floor, New York, NY 10036.

ARTICLE VI

The name and mailing address of the incorporator is as follows:

<u>Name</u>	<u>Address</u>
Henry Rosas	Kirkland & Ellis 601 Lexington Avenue New York, NY 10022

ARTICLE VII

Meetings of shareholders may be held within or without the State of Georgia, as the Bylaws of the Corporation (the "Bylaws") may provide. Any action to be taken at any annual or special meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding Common Stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of Common Stock entitled to vote thereon were present and voted, and shall be delivered to the Corporation.

The books of the Corporation may be kept (subject to any provision contained in the GBCC) outside of the State of Georgia at such place or places as may be designated from time to time by the Board or in the Bylaws.

ARTICLE VIII

From time to time, any of the provisions of these Restated Articles of Incorporation may be amended, altered or repealed, and other provisions authorized by the GBCC or other statutes or laws of the State of Georgia at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the shareholders of the Corporation by these Restated Articles of Incorporation are granted subject to this reservation.

ARTICLE IX

In furtherance and not in limitation of the rights, powers, privileges and discretionary authority granted or conferred by the GBCC or other statutes or laws of the State of Georgia, the Board, by a vote of a majority of the Board, is expressly authorized to make, alter, amend or repeal the Bylaws of the Corporation, without any action on the part of the shareholders, but the shareholders by a vote of a majority of the shareholders may make, alter, amend or repeal the Bylaws whether adopted by them or otherwise. The Corporation may in its Bylaws confer powers upon its Board in addition to the foregoing and in addition to the powers and authorities expressly conferred upon the Board by applicable law.

ARTICLE X

Election of directors need not be by written ballot unless the Bylaws shall so require.

ARTICLE XI

(a) No director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for any action taken, or any failure to take action, from and after the date hereof; provided, however, that such liability shall not be eliminated for: (i) any appropriation, in violation of the director's duties, of any business opportunity of the Corporation; (ii) acts or omissions that involve intentional misconduct or a knowing violation of law; (iii) liability under Section 14-2-832 (or any successor provision or redesignation thereof) of the GBCC; or (iv) any transaction from which the director derived an improper personal benefit.

(b) If at any time the GBCC shall have been amended to authorize the further elimination or limitation of liability of a director, then the liability of each director of the Corporation shall be eliminated or limited to the fullest extent permitted by the GBCC, as so amended, without further action by the shareholders, unless the provisions of the GBCC, as amended, require further action by the shareholders.

(c) Any repeal or modification of the foregoing provisions of this Article XI shall not adversely affect the elimination or limitation of liability or alleged liability pursuant hereto of any director of the Corporation for or with respect to any alleged act or omission of the director occurring prior to such a repeal or modification.

ARTICLE XII

(a) The Corporation shall indemnify and hold harmless to the fullest extent permitted under and in accordance with the laws of the State of Georgia, as the same exists or may hereafter be amended, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) (hereinafter a "Proceeding") by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such Proceeding is alleged action in an official capacity as a director, officer or employee while serving as a director, officer or employee, against all expenses and loss (including attorneys' fees, judgments, fines, amounts paid or to be paid in settlement, and excise taxes or penalties arising under the Employee Retirement Income Security Act of 1974) 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 employee and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in paragraph (c) of this Article XII, 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.

(b) The Corporation shall indemnify and hold harmless to the fullest extent permitted under and in accordance with the laws of the State of Georgia any person who was or is a party or is threatened to be made a party to any threatened, pending or completed Proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such Proceeding is alleged action in an official capacity as a director, officer or employee, while serving as a director, officer or employee, against all expenses and loss (including attorneys' fees, judgments, fines, amounts paid or to be paid in settlement, and excise taxes or penalties arising under the Employee Retirement Income Security Act of 1974), reasonably incurred or suffered by such person in connection with the defense or settlement of such Proceeding and such indemnification shall continue as to a person who has ceased to be a director, officer or employee and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in paragraph (c) hereof, 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; provided, further, that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

(c) If a claim under paragraph (a) or (b) of this Article XII is not paid in full by the Corporation within thirty (30) days after a written claim 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 Proceeding (other than an action brought to enforce a claim for expenses incurred in defending any

Proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the GBCC 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 its Board, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such Proceeding that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the GBCC, nor an actual determination by the Corporation (including its Board, independent legal counsel, or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the Proceeding or create a presumption that the claimant has not met the applicable standard of conduct.

(d) Expenses incurred in defending a civil or criminal action, suit or Proceeding shall (in the case of any action, suit or Proceeding against a director of the Corporation) or may, as authorized by the Board, to the fullest extent not prohibited by law (in the case of any action, suit or Proceeding against an officer, trustee, employee or agent), be paid by the Corporation in advance of the final disposition of such action, suit or Proceeding upon receipt of an undertaking by or on behalf of the indemnified person to repay such amount, if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article XII.

(e) The indemnification and other rights set forth in this Article XII shall not be exclusive of any provisions with respect thereto in any statute, provision of these Restated Articles of Incorporation, the Bylaws or any other contract or agreement between the Corporation and any officer, director or employee. The Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any agent of the Corporation or any person (other than a person who is entitled to indemnification under clauses (a) or (b) of this Article XII) who was serving at the request of the Corporation as a director, officer, manager, employee, agent or trustee of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, to the fullest extent of the provisions of this Article XII with respect to the indemnification and advancement of expenses of directors, officers and employees of the Corporation.

(f) The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise, against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the GBCC.

(g) Neither the amendment nor repeal of this Article XII (by merger, consolidation or otherwise), nor the adoption of any provision of these Restated Articles of Incorporation inconsistent with Article XII, shall eliminate or reduce the effect of this Article XII in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article XII if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

If the GBCC is amended after the date hereof to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the GBCC, as so amended.

The rights to indemnification and advancement of expenses conferred upon directors and officers of the Corporation in this Article XII shall be contract rights, shall vest when such person becomes a director or officer of the Corporation and shall continue as vested contract rights. Any repeal or modification of the foregoing

paragraph shall not adversely affect any right or protection of a director or officer of the Corporation existing hereunder with respect to any act or omission occurring prior to such repeal or modification.

ARTICLE XIII

Neither any contract or other transaction between the Corporation and any other corporation, partnership, limited liability company, joint venture, firm, association, or other entity (an "Entity"), nor any other acts of the Corporation with relation to any other Entity will, in the absence of fraud, to the fullest extent permitted by applicable law, in any way be invalidated or otherwise affected by the fact that any one or more of the directors or officers of the Corporation are pecuniarily or otherwise interested in, or are directors, officers, partners, or members of, such other Entity (such directors, officers, and Entities, each a "Related Person"). Any Related Person may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Corporation; provided, however, that the fact that person is a Related Person is disclosed or is known to the Board or a majority of directors present at any meeting of the Board at which action upon any such contract or transaction is taken. Any director of the Corporation who is also a Related Person may be counted in determining the existence of a quorum at any meeting of the Board during which any such contract or transaction is authorized and may vote thereat to authorize any such contract or transaction, with like force and effect as if such person were not a Related Person. Any director of the Corporation may vote upon any contract or any other transaction between the Corporation and any subsidiary or affiliated corporation without regard to the fact that such person is also a director or officer of such subsidiary or affiliated corporation.

Any contract, transaction or act of the Corporation or of the directors that is ratified at any annual meeting of the shareholders of the Corporation, at any special meeting of the shareholders of the Corporation called for such purpose, or by written consent or consents of the shareholders pursuant to Article VII, will, insofar as permitted by applicable law, be as valid and as binding as though ratified by every shareholder of the Corporation; provided, however, that any failure of the shareholders to approve or ratify any such contract, transaction or act, when and if submitted, will not be deemed in any way to invalidate the same or deprive the Corporation, its directors, officers or employees, of its or their right to proceed with such contract, transaction or act.

Subject to any express agreement that may from time to time be in effect, (x) any director or officer of the Corporation who is also an officer, director, partner, employee, managing director or other affiliate of either ZMC II, L.P., on behalf of its investment funds ("ZMC"), or any of its respective affiliates (collectively, the "Managers") and (y) the Managers and their affiliates, may, and shall have no duty not to, in each case on behalf of the Managers or their affiliates (the persons and entities in clauses (x) and (y), each a "Covered Manager Person"), to the fullest extent permitted by applicable law, (i) carry on and conduct, whether directly, or as a partner in any partnership, or as a joint venturer in any joint venture, or as an officer, director or shareholder of any corporation, or as a participant in any syndicate, pool, trust or association, any business of any kind, nature or description, whether or not such business is competitive with or in the same or similar lines of business as the Corporation, (ii) do business with any client, customer, vendor or lessor of any of the Corporation or its affiliates, and (iii) make investments in any kind of property in which the Corporation may make investments. To the fullest extent permitted by the GBCC, the Corporation hereby renounces any interest or expectancy of the Corporation to participate in any business of the Managers or their affiliates, and waives any claim against a Covered Manager Person and shall indemnify a Covered Manager Person against any claim that such Covered Manager Person is liable to the Corporation or its shareholders for breach of any fiduciary duty solely by reason of such person's or entity's participation in any such business.

In the event that a Covered Manager Person acquires knowledge of a potential transaction or matter which may constitute a corporate opportunity for both (x) the Covered Manager Person, in his or her ZMC-related capacity, as the case may be, or ZMC, to the fullest extent permitted by applicable law, as the case may be, or its affiliates and (y) the Corporation, the Covered Manager Person shall not have any duty to offer or communicate

information regarding such corporate opportunity to the Corporation. To the fullest extent permitted by the GBCC, the Corporation hereby renounces any interest or expectancy of the Corporation in such corporate opportunity and waives any claim against each Covered Manager Person and shall indemnify a Covered Manager Person against any claim, that such Covered Manager Person is liable to the Corporation or its shareholders for breach of any fiduciary duty solely by reason of the fact that such Covered Manager Person (i) pursues or acquires any corporate opportunity for its own account or the account of any affiliate, (ii) directs, recommends, sells, assigns or otherwise transfers such corporate opportunity to another person or (iii) does not communicate information regarding such corporate opportunity to the Corporation, provided, however, in each case, that any corporate opportunity which is expressly offered to a Covered Manager Person in writing, solely in his or her capacity as an officer or director of the Corporation, shall belong to the Corporation.

Any person or entity 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 XIII.

This Article XIII may not be amended, modified or repealed without the prior written consent of each of the Managers.

In the event of a conflict between this Article XIII and any other Article or provision of these Restated Articles of Incorporation, this Article XIII shall prevail under all circumstances.

ARTICLE XIV

These Restated Articles of Incorporation include amendments requiring shareholder approval. These Restated Articles of Incorporation have been approved by the Board of the Corporation and approved and adopted by the sole shareholder of the Corporation in accordance with the GBCC.

ARTICLE XV

These Restated Articles of Incorporation supersede the original articles of incorporation and all amendments thereto.

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