NE Sec of State John A Gale - CORP CRTO
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AMBER ACQUISITION, LLC
Filed: 02/06/2014 02:14 PM

CERTIFICATE OF ORGANIZATION
OF
AMBER ACQUISITION, LLC

This Certificate of Organization of Amber Acquisition, LLC (the "*Company*") is executed and filed by the undersigned, to form a limited liability company pursuant to Neb. Rev. Stat. 21-117 and the Nebraska Uniform Limited Liability Company Act.

1. The name of the Company is Amber Acquisition, LLC.

2. The address of the initial designated office of the Company in the State of Nebraska is CT Corporation System, 5601 South 59th Street, Lincoln, NE 68516.

3. The name and address of the registered agent for service of process on the Company in the State of Nebraska is CT Corporation System, 5601 South 59th Street, Lincoln, NE 68516.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Organization this February 5, 2014

Brian Burke
Organizer

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NE Sec of State - CORP A
1000326907 Pgs: 5
AMBER ENTERPRISES, INC.
Filed 12/30/2002 04:14 PM

ARTICLES OF RESTATEMENT OF THE ARTICLES OF INCORPORATION OF AMBER ENTERPRISES, INC.

Amber Enterprises, Inc., a Nebraska corporation (the "Corporation"), does hereby certify that:

FIRST: The name of the Corporation is "Amber Enterprises, Inc."

SECOND: These Articles of Restatement of the Articles of Incorporation (the "Articles of Restatement") amend and restate the Articles of Incorporation of the Corporation in their entirety.

THIRD: The amendment was approved by all of the directors of the Corporation and by the shareholders of the Corporation on December 24, 2002, in the following manner:

Total No. of Outstanding Shares and Votes Entitled to be Cast	Total No. of Votes Cast For	Against
4,500 common shares	4,500	-0-

FOURTH: Upon the filing of these Articles of Restatement with the Nebraska Secretary of State, the Articles of Incorporation shall be amended and restated in their entirety as set forth in the Restated Articles of Incorporation set forth as Exhibit "A" attached hereto.

FIFTH: Included in the Restated Articles of Incorporation are provisions creating Series A Common Stock and Series B Common Stock. Pursuant to the Restated Articles of Incorporation, all shares of common stock outstanding prior to adoption thereof shall be Series A Common Stock.

DATED: December 24, 2002.

ATTEST:	AMBER ENTERPRISES, INC.
Timothy J. Kaplan, Vice President	William R. Kaplan, Sr., President and Secretary

Exhibit "A"

RESTATED
ARTICLES OF INCORPORATION OF
AMBER ENTERPRISES, INC.

Pursuant to the provisions of the Nebraska Business Corporation Act, the Articles of Incorporation of Amber Enterprises, Inc. originally filed on February 21, 1989, and as subsequently amended, are hereby amended and restated in their entirety as follows:

ARTICLE I.

The name of the Corporation is **Amber Enterprises, Inc.**

ARTICLE II.

The address of the Corporation's registered office in the State of Nebraska is 3621 South 94th Avenue, Douglas County, Omaha, Nebraska 68124. William R. Kaplan, Sr. is the Corporation's registered agent at that address.

ARTICLE III.

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Nebraska Business Corporation Act.

ARTICLE IV.

The total number of shares of all classes of stock which the Corporation shall have the authority to issue is 10,000,000 shares of common stock, par value $0.001 per share (hereinafter "Common Stock") consisting of 5,000,000 shares of Series A Common Stock and 5,000,000 shares of Series B Common Stock. All shares of Common Stock issued and outstanding as of the date of filing of these Restated Articles of Incorporation shall be Series A Common Stock. The voting rights, preferences, limitations, and qualifications of the Common Stock shall be governed by the following provisions:

Section 1. Voting Rights. The holders of Series A Common Stock shall at all times be entitled one (1) vote for each share of such Stock standing in the name of the holder on the books of the Corporation. The Series B Common Stock shall be nonvoting except as otherwise required by law.

Section 2. Pre-Emptive Rights. Shareholders of the Corporation shall have preemptive rights to acquire the unissued shares or treasury shares of the Corporation. That is, the holder of shares of any class of stock of the Corporation shall be entitled as a matter of right to subscribe for, purchase or receive any additional shares of any class of stock of the Corporation which it may issue or sell, whether out of the number of shares presently authorized or authorized by any amendment of the Certificate of Incorporation or out of shares of stock of the Corporation acquired by it after the issuance thereof and the holder of shares of any class of stock of the Corporation shall be entitled as a matter of right to subscribe for, or purchase or receive any bonds, debentures or other obligations which the Corporation may at any time issue or sell.

Section 3. Dividends and Distributions. The holders of Common Stock shall have equal right and priority to dividends on a per share basis when and as declared by the Board of Directors of the Corporation.

Section 4. Restriction Against Transfer.

(a) Restriction. No holder (the "Transferor") of Series B Common Stock shall transfer (whether or not for consideration) any of such Stock without the prior written consent of the Corporation unless the Transferor shall have first made an offer to sell such stock to the Corporation and such offer shall not have been accepted. The offer to the Corporation shall consist of a written offer to sell any or all of the Series B Common Stock owned by the Transferor (the "Offered Stock"). A statement of intention to transfer shall be attached to the offer, and shall include the name and address of the prospective transferee, the number of shares involved in the proposed transfer, and the terms of such transfer (including, but not limited to, purchase price, terms of payment and closing date).

Within ninety (90) days after receipt of an offer to sell from the Transferor, the Corporation may, at its option, elect to purchase all the Offered Stock. The Corporation shall exercise its option to purchase by giving notice thereof to the Transferor. Such notice shall specify the date for the closing of the purchase, which shall be not more than thirty (30) days after the date of the giving of such notice.

The purchase price payable by the Corporation in the event it exercises its right to purchase under this Section 4(a) shall be the offer price stated in the statement of intention to transfer. The purchase price shall be payable in the manner set forth in Section 4(b) below.

If the Corporation does not exercise its option to purchase the Offered Stock, the Transferor may make a bona fide transfer to the prospective transferee named in the statement attached to the Transferor's offer to the Corporation provided such transfer is made only in strict accordance with the terms therein stated and the transferee agrees that the transferee and the stock so transferred shall be subject to the terms of this Section 4. If the Transferor does not make such transfer within ninety (90) days following the expiration of the time for the election to purchase by the Corporation, the Transferor may not make the transfer without again complying with the terms of this Section 4(a).

The holders of Series B Common Stock may pledge such Stock without compliance with the procedures described above, provided that in the event that any pledgee initiates proceedings to enforce the security agreement which effectuates the pledge, the Corporation shall have a right of first refusal to purchase the shares of Stock in accordance with the terms of this Section 4(a). Such right of refusal shall operate with the date of written notice to the Corporation from the secured party of the terms of any proposed disposition of the shares of pledged Stock being the start date for the period during which the Corporation may exercise its right of first refusal.

(b) Payment of Purchase Price. The purchase price for shares of Offered Stock purchased by the Corporation upon exercise of its option under Section 4(a) above shall be paid in the same manner as set forth in the statement of intention to transfer referred to above.

(c) Endorsement on Certificates. The certificates representing shares of Series B Common Stock shall bear a legend evidencing that such shares are subject to the restrictions on transfer contained in this Section 4.

(d) Specific Agreements. The restrictions on transfer set forth in this Section 4 shall in no way prohibit the Corporation and any stockholder from negotiating and executing a more specific and restrictive agreement relating to the transfer or encumbrance of the Corporation's shares, and any such agreement may provide that its terms shall supersede and replace the restrictions on transfer contained in this Section 4.

(e) Excepted Transfers. Notwithstanding any provision in these Restated Articles of Incorporation to the contrary, the above restrictions against transfer shall not apply to any gratuitous transfer by a holder of Series B Common Stock to his or her issue.

ARTICLE V.

The private property or assets of the stockholders of the Corporation shall not to any extent whatsoever be subject to the payment of the debts of the Corporation.

ARTICLE VI.

Directors of the Corporation shall not be liable to the Corporation or its stockholders for money damages for any action taken or failure to take any action, as a director, except liability for (i) the amount of a financial benefit received by a director to which he or she is not entitled; (ii) an intentional infliction of harm on the Corporation or the stockholders; (iii) a violation of Section 21-2096 of the Nebraska Business Corporation Act, as hereafter amended; or (iv) an intentional violation of criminal law.

The Corporation shall indemnify 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, arbitrative or investigative, and whether formal or informal, by reason of the fact that such person 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, partner, member of a limited liability company or trustee of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other entity, against the obligation to pay any judgment, settlement, penalty or fine, including an excise tax assessed with respect to an employee benefit plan and reasonable expenses incurred by such person in connection with such action, suit or proceeding, except that the Corporation may not provide indemnification for liability for (i) receipt of a financial benefit to which he or she is not entitled, (ii) an intentional infliction of harm on the Corporation or its stockholders, (iii) a violation of Section 21-2096 of the Nebraska Business Corporation Act, as hereafter amended, or (iv) an intentional violation of criminal law. The foregoing clause is intended to and shall obligate the Corporation to provide indemnification to the persons covered thereby to the fullest extent permitted by law.

To the fullest extent permitted by law and subject to all statutory requirements, the Corporation shall, before final disposition of an action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, and whether formal or informal, advance funds to pay for or reimburse the reasonable expenses incurred by a director or officer of the Corporation who is or was a party to such action, suit or proceeding, because he or she 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, partner, member of a limited liability company or trustee of another domestic or foreign corporation, partnership, limited liability company, joint venture, employee benefit plan or other entity.

The indemnification provided above shall not be deemed to be exclusive of any other rights to which those indemnified may otherwise be entitled nor shall the provisions hereof be deemed to prohibit the Corporation from extending its indemnification to cover other persons or activities to the extent permitted by law.

ARTICLE VII.

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, these Restated Articles of Incorporation, having been duly adopted by the Board of Directors and by the written consent of the Shareholders of the Corporation in accordance with the applicable provisions of the Nebraska Business Corporation Act the 24th day of December, 2002, supercede the original Articles of Incorporation currently in effect and all amendments thereto.

ATTEST:

Timothy J. Kaplan

Timothy J. Kaplan, Vice President

AMBER ENTERPRISES, INC.

By: William R. Kaplan Sr.

William R. Kaplan, Sr., President
and Secretary

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