

EXHIBIT F

New Preferred Stock Certificate Designations

WP ROCKET HOLDINGS INC.

**CERTIFICATE OF DESIGNATIONS ESTABLISHING THE POWERS, PREFERENCES
RIGHTS, QUALIFICATIONS, LIMITATIONS AND RESTRICTIONS OF 15% SENIOR
REDEEMABLE PREFERRED STOCK**

Pursuant to Sections 103 and 151 of the
General Corporation Law of the State of Delaware

WP Rocket Holdings Inc., a Delaware corporation (the “**Company**”), hereby certifies that, pursuant to authority conferred upon the board of directors of the Company (the “**Board of Directors**”) or any committee of the Board of Directors by its Certificate of Incorporation (the “**Charter**”), and pursuant to the provisions of Sections 103 and 151 of the General Corporation Law of the State of Delaware, the Board of Directors has duly approved and adopted the following resolution and fixed the terms and provisions of the 15% Senior Redeemable Preferred Stock as follows, which resolution remains in full force and effect on the date hereof:

RESOLVED, that pursuant to the authority vested in the Board of Directors by the Charter, the Board of Directors does hereby designate, create, authorize and provide for the issuance of up to 500,000,000 shares of 15% Senior Redeemable Preferred Stock, with the powers, preferences and relative, participating, optional and other special rights, and qualifications, limitations and restrictions thereof as follows:

(a) Designation. There is hereby created out of the authorized and unissued shares of preferred stock of the Company a series of preferred stock designated as the “*15% Senior Redeemable Preferred Stock*” (the “**Senior Preferred Stock**”). The number of shares constituting such series shall be 500,000,000 shares of Senior Preferred Stock, consisting of an initial issuance of 136,450,000 shares of Senior Preferred Stock plus additional shares of Senior Preferred Stock which may be issued to pay dividends on the Senior Preferred Stock. The liquidation preference of the Senior Preferred Stock shall be \$1.00 per share (the “**Liquidation Preference**”).

(b) Rank. The Senior Preferred Stock shall, with respect to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company, rank senior to all classes of common stock of the Company and to each other class of capital stock or series of preferred stock hereafter created by the Board of Directors, the terms of which do not expressly provide that it ranks senior to or on a parity with the Senior Preferred Stock as to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company (collectively referred to with the common stock of the Company as “**Junior Securities**”). The Senior Preferred Stock shall, with respect to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company, rank on a parity with any class of capital stock or series of

preferred stock hereafter created by the Board of Directors which has been approved by the Holders of the Senior Preferred Stock in accordance with paragraph (f)(ii)(A) and the terms of which expressly provide that it ranks on a parity with the Senior Preferred Stock as to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company (“**Parity Securities**”). The Senior Preferred Stock shall, with respect to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company, rank junior to each class of capital stock or series of preferred stock hereafter created by the Board of Directors which has been approved by the Holders of the Senior Preferred Stock in accordance with paragraph (f)(ii)(A) and the terms of which expressly provide that it ranks senior to the Senior Preferred Stock as to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company (“**Senior Securities**”).

(c) Dividends.

(i) The Holders of the outstanding shares of Senior Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of funds legally available therefor, cumulative preferential dividends on each share of Senior Preferred Stock at a rate *per annum* equal to 15% of the Liquidation Preference of the Senior Preferred Stock, accruing and payable quarterly, in arrears. All dividends will be cumulative from the date of issuance, shall accumulate to the extent they are not paid on a Dividend Payment Date for the quarterly period to which they relate and shall accumulate on a daily basis whether or not dividends are declared by the Board of Directors. Dividends on the Senior Preferred Stock, when, as and if declared by the Board of Directors, shall be paid in additional fully-paid and non-assessable shares of Senior Preferred Stock legally available for such purpose (such dividends paid in kind being herein called “**PIK Dividends**”). PIK Dividends shall be paid by delivering to the record Holders of Senior Preferred Stock a number of shares of Senior Preferred Stock determined by dividing the total amount of the dividend which is payable on the Dividend Payment Date to such Holders (rounded to the nearest whole cent) by the Liquidation Preference of the Senior Preferred Stock. The issuance of any such PIK Dividend in such amount shall constitute full payment of such dividend. The Company shall not issue fractional shares of Senior Preferred Stock to which Holders may become entitled pursuant to this subparagraph. Any fractional share of Senior Preferred Stock that the Holder would otherwise be entitled to receive pursuant to this paragraph (c)(i) shall be rounded to the next higher or lower whole number as follows: (A) fractions equal to or greater than $\frac{1}{2}$ will be rounded up to the next higher whole number; and (B) fractions less than $\frac{1}{2}$ will be rounded down to the next lower whole number. No consideration will be provided in lieu of fractional shares of Senior Preferred Stock that are rounded down. Any additional shares of Senior Preferred Stock issued pursuant to this paragraph shall be governed by this resolution and shall be subject in all respects, except as to the date of issuance and date from which dividends accrue as set forth below, to the same terms as the shares of Senior Preferred Stock originally issued hereunder. Each distribution in the form of a dividend shall be payable to Holders of record as they appear on the stock books of the Company on such record dates, not less than 10 nor more than 30 days preceding the related Dividend Payment Date, as shall be fixed by the Board of Directors. Dividends shall cease to accrue in respect of shares of the Senior Preferred Stock on the date of their redemption

unless the Company shall have failed to pay the relevant redemption price on the date fixed for redemption.

(ii) Nothing herein contained shall in any way or under any circumstances be construed or deemed to require the Board of Directors to declare, or the Company to pay or set apart for payment, any dividends on shares of the Senior Preferred Stock at any time.

(iii) PIK Dividends on account of arrears for any past Dividend Period may be declared and paid at any time, without reference to any regular Dividend Payment Date, to Holders of record on such date, not more than 30 days prior to the payment thereof, as may be fixed by the Board of Directors.

(iv) No full dividends shall be declared by the Board of Directors or paid or funds set apart for payment of dividends by the Company on any Parity Securities (except dividends in the form of additional shares of Parity Securities) for any period unless full cumulative accrued PIK Dividends shall have been, or contemporaneously are, declared and paid in full. If any dividends are not paid in full, as aforesaid, upon the shares of the Senior Preferred Stock and any other Parity Securities, all dividends declared upon shares of the Senior Preferred Stock and any other Parity Securities shall be declared *pro rata* based on the relative liquidation preference of the Senior Preferred Stock and such Parity Securities. So long as any shares of the Senior Preferred Stock are outstanding, the Company shall not make any payment on account of, or set apart for payment, money for a sinking or other similar fund for, the purchase, redemption or other retirement of, any of the Parity Securities or any warrants, rights, calls or options exercisable for or convertible into any of the Parity Securities, and shall not permit any corporation or other entity directly or indirectly controlled by the Company to purchase or redeem any of the Parity Securities or any such warrants, rights, calls or options (except for payments which are in the form of additional shares of Parity Securities or Junior Securities) unless full accrued dividends determined in accordance herewith on the Senior Preferred Stock shall have been paid or contemporaneously are declared and paid in full.

(v) Holders of shares of the Senior Preferred Stock shall be entitled to receive the dividends provided for in paragraph (c)(i) hereof in preference to and in priority over any dividends upon any of the Junior Securities.

(vi) So long as any shares of Senior Preferred Stock are outstanding, the Company shall not (1) declare, pay or set apart for payment any dividend on any of the Junior Securities or make any payment on account of, or set apart for payment money for a sinking or other similar fund for, the purchase, redemption or other retirement of, any of the Junior Securities or any warrants, rights, calls or options exercisable for or convertible into any of the Junior Securities (except for payments or dividends in the form of additional shares of Junior Securities), (2) make any distribution in respect thereof, either directly or indirectly, and whether in cash, obligations or shares of the Company or other property (other than distributions or dividends in Junior Securities to the holders of Junior Securities), or (3) permit any corporation or other entity directly or indirectly controlled by the Company to purchase or redeem any of the Junior Securities or any such warrants,

rights, calls or options, unless in any such case full accrued dividends determined in accordance herewith on the Senior Preferred Stock shall have been paid or contemporaneously are declared and paid in full.

(vii) Dividends payable on shares of the Senior Preferred Stock for any period less than a year (based upon the number of actual days elapsed during the period) shall be computed on the basis of a 360-day year of twelve 30-day months. If any Dividend Payment Date occurs on a day that is not a Business Day, any accrued dividends otherwise payable on such Dividend Payment Date shall be paid on the next succeeding Business Day.

(d) Liquidation Preference.

(i) Upon any voluntary or involuntary liquidation, dissolution or winding-up of the Company, Holders of Senior Preferred Stock shall be entitled to be paid, out of the assets of the Company available for distribution, the Liquidation Preference, plus, without duplication, an amount in cash equal to all accrued and unpaid dividends thereon to the date fixed for liquidation, dissolution or winding-up (including an amount in cash equal to a prorated dividend for the period from the last Dividend Payment Date to the date fixed for liquidation, dissolution or winding-up), before any distribution is made on any Junior Securities, including, without limitation, common stock of the Company. If, upon any voluntary or involuntary liquidation, dissolution or winding-up of the Company, the amounts payable with respect to the Senior Preferred Stock and all other Parity Securities are not paid in full, the Holders of the Senior Preferred Stock and the Parity Securities will share equally and ratably in any distribution of assets of the Company in proportion to the full liquidation preference and accrued and unpaid dividends to which each is entitled. After payment of the full amount of the liquidation preferences and accrued and unpaid dividends to which they are entitled, the Holders of shares of Senior Preferred Stock will not be entitled to any further participation in any distribution of assets of the Company.

(ii) For the purposes of this paragraph (d), the consolidation or merger with or into, or sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the Company's property or assets, in one or more related transactions, to another person or entity shall not be deemed to be a liquidation, dissolution or winding-up of the Company unless a determination that such will constitute a liquidation, dissolution or winding-up of the Company is specifically approved in such transactions by the affirmative vote or consent of Holders of at least a majority of the outstanding shares of Senior Preferred Stock.

(e) Redemption.

(i) Conditional Mandatory Redemption.

(A) On the first Potential Mandatory Redemption Date upon which the EBITDA Condition is met, if any, the Company shall (subject to contractual and other restrictions with respect thereto and to the legal availability of funds therefor) redeem from any source of funds legally available therefor, in the

manner provided in paragraph (e)(iii) hereof, all of the shares of the Senior Preferred Stock then outstanding, at a redemption price per share in cash equal to 100% of the Liquidation Preference, plus, without duplication, an amount in cash equal to all accrued and unpaid dividends per share (including an amount in cash equal to a prorated dividend for the period from the Dividend Payment Date immediately prior to the Redemption Date to the Redemption Date) (the “**Maturity Mandatory Redemption Price**”). If any shares of Senior Preferred Stock then outstanding are not redeemed on March 31, 2021 (unless extended by the consent of Holders of a majority of the outstanding shares of Senior Preferred Stock) (whether or not any contractual or other restrictions apply to such redemption and whether or not funds are legally available therefor), then the Maturity Mandatory Redemption Price with respect to such shares of Senior Preferred Stock shall increase by (i) 1% *per annum* for the 180-day period following March 31, 2021 (unless extended by the consent of Holders of a majority of the outstanding shares of Senior Preferred Stock) and (ii) 2% *per annum* thereafter, in each case, until such shares of Senior Preferred Stock are redeemed in full, in each case computed on the basis of a 360-day year of twelve 30-day months.

(ii) Optional Redemption.

(A) The Company may at its option from time to time (subject to contractual and other restrictions with respect thereto and to the legal availability of funds therefor) redeem, in the manner provided in paragraph (e)(iii) hereof, all or less than all of the shares of the Senior Preferred Stock then outstanding, at a redemption price per share in cash equal to 100% of the Liquidation Preference, plus, without duplication, an amount in cash equal to all accrued and unpaid dividends per share (including an amount in cash equal to a prorated dividend for the period from the Dividend Payment Date immediately prior to the Redemption Date to the Redemption Date) (the “**Optional Redemption Price**”). If less than all the outstanding shares of Senior Preferred Stock are to be redeemed pursuant to this paragraph (e)(ii)(A), such shares will be redeemed on a pro rata basis from each Holder of the Senior Preferred Stock.

(iii) Procedures for Redemption.

(A) At least 10 days and not more than 60 days prior to the date fixed for any redemption of the Senior Preferred Stock, written notice (the “**Redemption Notice**”) shall be given by first-class mail, postage prepaid, to each Holder of record on the record date fixed for such redemption of the Senior Preferred Stock at such Holder’s address as the same appears on the stock register of the Company, *provided* that no failure to give such notice nor any deficiency therein shall affect the validity of the procedure for the redemption of any shares of Senior Preferred Stock to be redeemed except as to the Holder or Holders to whom the Company has failed to give said notice or except as to the Holder or Holders whose notice was defective. The Redemption Notice shall state: (1) whether the redemption is pursuant to paragraph (e)(i) or paragraph (e)(ii) hereof,

including with respect to a redemption pursuant to paragraph (e)(i) hereof notice of satisfaction of the EBITDA Condition; (2) Maturity Mandatory Redemption Price or the Optional Redemption Price, as the case may be; (3) whether all or less than all the outstanding shares of the Senior Preferred Stock are to be redeemed, the total number of shares of the Senior Preferred Stock being redeemed and the manner of selecting the shares to be redeemed on a pro rata basis if less than all the outstanding shares are to be redeemed; (4) the number of shares of Senior Preferred Stock held, as of the appropriate record date, by the Holder that the Company intends to redeem; (5) the date fixed for redemption; (6) that the Holder is to surrender to the Company, at the place or places where certificates for shares of Senior Preferred Stock are to be surrendered for redemption, in the manner and at the price designated, his certificate or certificates representing the shares of Senior Preferred Stock to be redeemed; and (7) that dividends on the shares of the Senior Preferred Stock to be redeemed shall cease to accrue on such Redemption Date unless the Company defaults in the payment of the Maturity Mandatory Redemption Price or the Optional Redemption Price, as the case may be.

(B) Each Holder of Senior Preferred Stock shall surrender the certificate or certificates representing such shares of Senior Preferred Stock to the Company, duly endorsed, in the manner and at the place designated in the Redemption Notice, and on the Redemption Date the full Maturity Mandatory Redemption Price or the Optional Redemption Price, as the case may be, for such shares shall be payable in cash to the Person whose name appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be cancelled and retired. In the event that less than all of the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares.

(C) Unless the Company defaults in the payment in full of the applicable redemption price on the Redemption Date, dividends on the Senior Preferred Stock called for redemption shall cease to accrue on the Redemption Date, and the Holders of such redeemed shares shall cease to have any further rights with respect thereto on the Redemption Date, other than the right to receive the Maturity Mandatory Redemption Price or the Optional Redemption Price, as the case may be, without interest.

(f) Voting Rights.

(i) The Holders of shares of the Senior Preferred Stock, except as otherwise required under Delaware law or as set forth in paragraph (f)(ii) or paragraph (f)(iii), shall not be entitled or permitted to vote on any matter required or permitted to be voted upon by the stockholders of the Company.

(ii) Approval Rights.

(A) Except for Excluded Issuances, so long as any shares of the Senior Preferred Stock are outstanding, the Company shall not authorize or issue any

Senior Securities or Parity Securities without the affirmative vote or consent of Holders of a majority of the outstanding shares of Senior Preferred Stock, voting or consenting, as the case may be, separately as one class, given in person or by proxy, either in writing or by resolution adopted at an annual or special meeting.

(B) The affirmative vote or consent of Holders of at least a majority of the outstanding shares of Senior Preferred Stock, voting or consenting, as the case may be, separately as one class, whether voting in person or by proxy, either in writing or by resolution adopted at an annual or special meeting, may waive compliance with or may amend any provision of this Certificate of Designations; *provided* that each Holder shall be required to consent to (1) any change in the amount of shares of Senior Preferred Stock that must consent to a waiver of compliance with or an amendment to this Certificate of Designations, (2) any change in paragraphs (c) (solely with respect to the preference, priority, rate, amount, allocation and timing of payments), (d) or (e) (solely with respect to timing, the redemption price and treatment of dividends but, for the avoidance of doubt, the extension of the dates under paragraph (e)(i)(A) with the consent of the holders of a majority of the outstanding shares of Senior Preferred Stock as contemplated by such paragraph shall not constitute a “change” in such paragraph for purposes of this paragraph) and (3) any amendment with respect to this proviso of this paragraph (f)(ii)(B).

(iii) In any case in which the Holders of shares of the Senior Preferred Stock shall be entitled to vote pursuant to this paragraph (f) or pursuant to Delaware law, each Holder of shares of the Senior Preferred Stock shall be entitled to one vote for each share of Senior Preferred Stock held.

(g) Reissuance of Senior Preferred Stock. Shares of Senior Preferred Stock that have been issued and reacquired in any manner, including shares purchased or redeemed, shall (upon compliance with any applicable provisions of the laws of Delaware) have the status of authorized but unissued shares of preferred stock of the Company undesignated as to series and may with any and all other authorized but unissued shares of preferred stock of the Company be designated or redesignated and issued or reissued, as the case may be, as part of any series of preferred stock of the Company, *provided* that such shares may not in any event be reissued as Senior Preferred Stock (other than as PIK Dividends in accordance with the provisions of this Certificate of Designations).

(h) Business Day. If any payment, redemption or exchange shall be required by the terms hereof to be made on a day that is not a Business Day, such payment, redemption or exchange shall be made on the immediately succeeding Business Day.

(i) Preemptive Rights.

(i) In the event that the Company proposes to issue any Senior Securities or Parity Securities (except for any Excluded Issuance), whether or not now authorized, or securities of any type whatsoever that are, or may become, convertible into or exchangeable or exercisable for shares of Senior Securities or Parity Securities, which

have been approved in the manner provided in paragraph (f)(ii)(A), each Holder of Senior Preferred Stock shall have the right to purchase its Pro Rata Amount of any such issuance. In such event, the Company shall give all Holders of Senior Preferred Stock written notice, at their last addresses as they shall appear in the stock register of the Company, at least fifteen (15) Business Days before such issuance, describing the type of shares or securities, the price and number of shares or securities (or principal amount) and the general terms upon which the Company proposes to issue the same. Each such Holder of Senior Preferred Stock shall have fifteen (15) Business Days from the date of such notice to agree to purchase up to the amount of shares or securities equal to such Holder's Pro Rata Amount of such shares or securities for the price and upon the general terms specified in the Company's notice by giving written notice to the Company, at its principal office or such other address as may be specified by the Company in its written notice to the Holders, of such Holder's intention to purchase such shares or securities at the initial closing of the sale of shares or securities and the number of such shares or securities that such Holder intends to purchase. At the expiration of such fifteen (15) Business Day period, the Company shall promptly notify each Holder that elects to purchase or acquire all of such shares or securities available to it (each, a "Fully Exercising Holder") of any other Holder's failure to do likewise. During the five (5) Business Day period commencing after the Company has given such notice, each Fully Exercising Holder may, by giving notice to the Company, elect to purchase or acquire, in addition to the number of shares specified above, up to that portion of such new shares or securities for which Holders were entitled to subscribe but that were not subscribed for by the Holders which is equal to the proportion that the Senior Preferred Stock issued and then held by such Fully Exercising Holder bears to the Senior Preferred Stock issued and then held by all Fully Exercising Holders who wish to participate in the purchase of such unsubscribed shares or securities.

(ii) In the event the Holders of Senior Preferred Stock fail to exercise in full their rights of participation and over-allotment provided in paragraph (i)(i) hereof during the period set forth therein, the Company shall have forty-five (45) days thereafter to sell any additional amounts of shares or securities respecting which any such Holder's option was not exercised, at the price and upon the terms specified in the Company's notice. The Company shall not issue or sell any additional amounts of shares or securities after the expiration of such 45-day period without first offering such shares or securities to the Holders of Senior Preferred Stock in the manner provided in paragraph (i)(i) above.

(j) Certain Additional Provisions.

(i) Merger, Consolidation or Sale of Assets. The Company may not consolidate or merge with or into (whether or not the Company is the surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to another Person or entity, unless: (A) (1) the Company is the surviving Person or the entity or the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made is a Person organized or existing under the laws of the United States, any state thereof or the District of Columbia and (2) the entity or Person formed by or surviving

any such consolidation or merger with the Company (if other than the Company) or the entity or Person to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made issues on the date of such sale, assignment, transfer, lease, conveyance or other disposition to each Holder of shares of Senior Preferred Stock then outstanding in exchange for such Senior Preferred Stock, shares of preferred stock of such Person having substantially the same rights, preferences and privileges as the Senior Preferred Stock then outstanding; or (B) such transaction is approved by the affirmative vote or consent of Holders of at least a majority of the outstanding shares of Senior Preferred Stock. In connection with any consolidation, merger, or sale, assignment, transfer, lease, conveyance or other disposal of all or substantially all of the Company's properties or assets in one or more related transactions as described in this paragraph, the Company shall have the option to redeem all or less than all of the shares of the Senior Preferred Stock then outstanding as set forth in paragraph (e)(ii).

(k) Legends. Each stock certificate for the Senior Preferred Stock shall bear the legend in substantially the following form (unless the Company receives an opinion of counsel, reasonably acceptable to the Company, that such legend may be removed or is not required):

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR UNDER ANY STATE SECURITIES LAWS, AND MAY NOT BE SOLD, TRANSFERRED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT OR SUCH LAWS AND THE RULES AND REGULATIONS THEREUNDER.”

(l) Mutilated or Missing Senior Preferred Stock Certificates. If any of the Senior Preferred Stock certificates shall be mutilated, lost, stolen or destroyed, the Company shall issue, in exchange and in substitution for and upon cancellation of the mutilated Senior Preferred Stock certificate, or in lieu of and substitution for the Senior Preferred Stock certificate lost, stolen or destroyed, a new Senior Preferred Stock certificate of like tenor and representing an equivalent amount of shares of Senior Preferred Stock, but only upon receipt of evidence of such loss, theft or destruction of such Senior Preferred Stock certificate and indemnity, if requested, satisfactory to the Company and the Transfer Agent (if other than the Company).

(m) Headings of Subdivisions. The headings of various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

(n) Severability of Provisions. If any power, right, preference, qualification, restriction or limitation of the Senior Preferred Stock set forth in this Certificate of Designations filed pursuant hereto (as this Certificate of Designations may be amended from time to time) is invalid, unlawful or incapable of being enforced by reason of any

rule or law or public policy, all other powers, rights, preferences, qualifications, restrictions and limitations set forth in this Certificate of Designations, as amended, which can be given effect without the invalid, unlawful or unenforceable power, right, preference, qualification, restriction or limitation shall, nevertheless remain in full force and effect, and no power, right, preference, qualification, restriction or limitation herein set forth shall be deemed dependent upon any other such power, right, preference, qualification, restriction or limitation unless so expressed herein.

(o) Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and delivered personally, sent via electronic facsimile (with confirmation), email or PDF, mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

(i) If to the Company, at its principal executive offices at WP Rocket Holdings Inc., 9221 East Via de Ventura, Scottsdale, Arizona 85258, Attn: General Counsel.

(ii) If to the Holders of Senior Preferred Stock, to the address of the Holder as shown in the Company's register.

Any notice delivered (in the case of personal delivery or express courier), sent (in the case of electronic facsimile, email or PDF) or mailed (in the case of registered or certified mail) in the manner provided above shall be deemed to have been duly given on the date such notice is delivered, sent or mailed, as the case may be.

(p) Limitations. Except as may otherwise be required by law, the shares of Senior Preferred Stock shall not have any powers, preferences or relative, participating, optional or other special rights other than those specifically set forth in this Certificate of Designations (as may be amended from time to time) or otherwise in the Charter.

(q) Definitions. As used in this Certificate of Designations, the following terms shall have the following meanings (with terms defined in the singular having comparable meanings when used in the plural and *vice versa*), unless the context otherwise requires:

"Business Day" means any day other than a Legal Holiday.

"Capital Stock" means (i) in the case of a corporation, corporate stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, and (iii) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited).

"Consolidated Net Income" means for any period, the net income (or loss) of the Company and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, excluding, without duplication, (a) extraordinary items for such period, (b) the cumulative effect of a change in accounting principles during such period

to the extent included in Consolidated Net Income, (c) any fees and expenses (including any transaction or retention bonus) incurred during such period, or any amortization thereof for such period, in connection with any acquisition, investment, asset disposition, issuance or repayment of debt, issuance of equity securities, refinancing transaction or amendment or other modification of any debt instrument and any charges or non-recurring merger costs incurred during such period as a result of any such transaction, (d) any income (loss) for such period attributable to the early extinguishment of indebtedness, hedging agreements or other derivative instruments, (e) accruals and reserves that are established or adjusted as a result of restructuring activities in accordance with GAAP (including any adjustment of estimated payouts on existing earn-outs) or changes as a result of the adoption or modification of accounting policies during such period, (f) stock-based award compensation expenses (g) any income (loss) attributable to deferred compensation plans or trusts and (h) any income (loss) from investments recorded using the equity method. There shall be included in Consolidated Net Income, without duplication, the amount of any cash tax benefits related to the tax amortization of intangible assets in such period. In addition, to the extent not already included in Consolidated Net Income, Consolidated Net Income shall include the amount of proceeds received or due from business interruption insurance or reimbursement of expenses and charges that are covered by indemnification and other reimbursement provisions in connection with any acquisition or other investment or any disposition of any asset.

“Disposed EBITDA” means, with respect to any Sold Entity or Business for any period prior to such disposition, the amount for such period of EBITDA of such Sold Entity or Business (determined as if references to the Company and its Subsidiaries in the definition of the term “EBITDA” (and in the component financial definitions used therein) were references to such Sold Entity or Business and its subsidiaries), all as determined on a consolidated basis for such Sold Entity or Business.

“Dividend Payment Date” means March 31, June 30, September 30 and December 31.

“Dividend Period” means the Initial Dividend Period and, thereafter, each Quarterly Dividend Period.

“EBITDA” means, with respect to the Company and its Subsidiaries for any period (determined on a consolidated basis without duplication in accordance with GAAP) the sum of Consolidated Net Income;

(i) plus to the extent already deducted (and not added back) in arriving at such Consolidated Net Income, the sum of the following amounts for such period: (a) total interest expense and, to the extent not reflected in such total interest expense, any losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, net of interest income and gains on such hedging obligations or such derivative instruments, and bank and letter of credit fees and costs of surety bonds in connection with financing activities; (b) provision for taxes based on income, profits or capital, including federal, foreign, state, franchise, excise, and similar taxes paid or

accrued during such period (including in respect of repatriated funds); (c) depreciation and amortization (including amortization of capitalized software expenditures and amortization of deferred financing fees or costs); (d) Non-Cash Charges; (e) extraordinary losses in accordance with GAAP; (f) non-recurring charges (including any unusual or non-recurring operating expenses directly attributable to the implementation of cost savings initiatives), severance, relocation costs, integration and facilities' opening costs and other business optimization expenses, signing costs, retention or completion bonuses, transition costs, costs related to closure/consolidation of facilities and curtailments or modifications to pension and post-retirement employee benefit plans (including any settlement of pension liabilities); (g) the amount of expenses relating to payments made to option holders of the Company, or any of its direct or indirect parent companies in connection with, or as a result of, any distribution being made to shareholders of the Company or its direct or indirect parent companies, which payments are being made to compensate such option holders as though they were shareholders at the time of, and entitled to share in, such distribution; (h) losses on asset sales, disposals, wind-downs or abandonments (other than asset sales, disposals or abandonments in the ordinary course of business), including accruals and reserves as a result of such sales, disposals, wind-downs or abandonments; (i) the maximum amount of capital expenditures permitted to be made under the Company's then-existing credit agreements or loan documents during such period to the extent required to be expensed pursuant to GAAP; (j) the amount of any net losses from discontinued operations in accordance with GAAP; (k) any non-cash loss attributable to the mark to market movement in the valuation of hedging obligations (to the extent the cash impact resulting from such loss has not been realized) or other derivative instruments pursuant to Financial Accounting Standards Accounting Standards Codification No. 815—Derivatives and Hedging; (l) any loss relating to amounts paid in cash prior to the stated settlement date of any hedging obligation that has been reflected in Consolidated Net Income for such period; and (m) any gain relating to hedging obligations associated with transactions realized in the current period that has been reflected in Consolidated Net Income in prior periods and excluded from EBITDA pursuant to clauses (ii)(e) and (ii)(f) below;

(ii) minus without duplication and to the extent included in arriving at such Consolidated Net Income, the sum of the following amounts for such period: (a) extraordinary gains and unusual or non-recurring gains; (b) non-cash gains (excluding any non-cash gain to the extent it represents the reversal of an accrual or reserve for a potential cash item that reduced Consolidated Net Income or EBITDA in any prior period); (c) gains on asset sales, disposals, wind-downs or abandonments (other than asset sales, disposals or abandonments in the ordinary course of business); (d) the amount of any net income from discontinued operations in accordance with GAAP; (e) any non-cash gain attributable to the mark to market movement in the valuation of hedging obligations (to the extent the cash impact resulting from such gain has not been realized) or other derivative instruments pursuant to Financial Accounting Standards Accounting Standards Codification No. 815—Derivatives and Hedging; (f) any gain relating to amounts received in cash prior to the stated settlement date of any hedging obligation that has been reflected in Consolidated Net Income in the such period; and (g) any loss relating to hedging obligations associated with transactions realized in the current period that has

been reflected in Consolidated Net Income in prior periods and excluded from EBITDA pursuant to clauses (i)(k) and (i)(l) above;

provided, that to the extent included in Consolidated Net Income: (I) there shall be excluded in determining EBITDA currency translation gains and losses related to currency remeasurements of Indebtedness (including the net loss or gain resulting from hedging agreements for currency exchange risk and revaluations of intercompany balances); (II) there shall be excluded in determining EBITDA for any period any adjustments resulting from the application of Financial Accounting Standards Accounting Standards Codification No. 815—Derivatives and Hedging; and (III) there shall be (A) excluded in determining EBITDA for any period the Disposed EBITDA of any Person, property, business or asset sold, transferred or otherwise disposed of, closed or classified as discontinued operations by the Company or any of its Subsidiaries during such period (each such Person, property, business or asset so sold, transferred or otherwise disposed of, closed or classified, a “**Sold Entity or Business**”) based on the Disposed EBITDA of such Sold Entity or Business for such period (including the portion thereof occurring prior to such sale, transfer, disposition, closure, classification or conversion) determined on a historical pro forma basis and (B) included in determining EBITDA for any period in which a Sold Entity or Business is disposed, an adjustment equal to the Pro Forma Disposal Adjustment with respect to such Sold Entity or Business (including the portion thereof occurring prior to such disposal).

“**EBITDA Condition**” means for any twelve (12)-month period ending the December 31st preceding a Potential Mandatory Redemption Date, the Company’s EBITDA is at least \$100,000,000.

“**Equity Interests**” means, at any date, Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock) outstanding at such date.

“**Excluded Issuance**” means any (i) issuance of shares of Senior Preferred Stock from time to time to employees of the Company pursuant to the Company’s equity incentive plans approved by the Board of Directors of the Company, (ii) issuance of Senior Securities or Parity Securities the proceeds from which will be used to redeem all of the Senior Preferred Stock then outstanding in accordance with the provisions of paragraph (e) or (iii) issuance of Senior Preferred Stock paid to a Holder in connection with any PIK Dividend.

“**GAAP**” means generally accepted accounting principles in the United States of America, as in effect from time to time.

“**Holder**” means a Person in whose name a share of Senior Preferred Stock is registered.

“**Initial Dividend Period**” means the dividend period commencing on the date of issuance and ending on the day before the first Dividend Payment Date to occur thereafter.

“**Legal Holiday**” means a Saturday, a Sunday or a day on which banking institutions in the City of New York are authorized by law, regulation or executive order to remain closed.

“**Non-Cash Charges**” means (a) any impairment charge or asset write-off or write-down related to intangible assets (including goodwill), long-lived assets, and investments in debt and equity securities pursuant to GAAP, (b) all losses from investments recorded using the equity method, (c) any and all non-cash expenses and costs that result from the issuance of stock-based awards, partnership interest-based awards and similar incentive based compensation awards or arrangements, and (d) other non-cash charges (provided, in each case, that if any non-cash charges represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period).

“**Person**” means any individual, corporation, partnership, joint venture, association, limited liability company, joint-stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

“**Potential Mandatory Redemption Date**” shall mean March 31st of each year, beginning on March 31, 2021.

“**Pro Forma Disposal Adjustment**” means, for any period that includes all or a portion of a fiscal quarter included in any twelve (12)-month period preceding any Potential Mandatory Redemption Date with respect to any Sold Business or Entity, the pro forma increase or decrease in EBITDA projected by the Company in good faith as a result of contractual arrangements between the Company or any Subsidiary entered into with such Sold Entity or Business at the time of its disposal or within the twelve (12)-month period preceding any Potential Mandatory Redemption Date and which represent an increase or decrease in EBITDA which is incremental to the Disposed EBITDA of such Sold Entity or Business for the most recent four quarter period prior to its disposal.

“**Pro Rata Amount**” shall mean, at any time, with respect to any Holder of Senior Preferred Stock, the ratio of (i) the number of shares of Senior Preferred Stock then held by such Holder, to (ii) the total number of shares of Senior Preferred Stock then outstanding.

“**Quarterly Dividend Period**” shall mean the quarterly period commencing on each March 31, June 30, September 30 and December 31 and ending on the day before the following Dividend Payment Date.

“**Redemption Date**” with respect to any shares of Senior Preferred Stock, means the date on which such shares of Senior Preferred Stock are redeemed by the Company.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**Subsidiary**” means, with respect to any Person, (i) any corporation, limited liability company, joint venture, association or other business entity of which more than

50% of the total Voting Power of such entity is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person (or a combination thereof) and (ii) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are such Person or of one or more Subsidiaries of such Person (or any combination thereof).

“**Transfer Agent**” shall mean the Company or any successor transfer agent chosen by the Company.

“**Voting Power**” with respect to any Person as of any date means the total voting power of Equity Interests entitled (without regard to the occurrence of any contingency) to vote in the election of the directors, managers, trustees or other governing body of such Person.

IN WITNESS WHEREOF, WP ROCKET HOLDINGS INC. caused this Certificate of Designations to be signed by [_____] and attested by [●], its Secretary, this [●] day of [●], 2013.

WP ROCKET HOLDINGS INC.

By: _____
Name:
Title:

Attest:

By: _____
[●]
Secretary