
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): July 26, 2017

InterCloud Systems, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-32037
(Commission File Number)

65-0963722
(I.R.S. Employer
Identification No.)

1030 Broad Street
Suite 102
Shrewsbury, NJ 07702
(Address of principal executive offices)

07702
(Zip Code)

Registrant's telephone number, including area code: (561) 988-1988

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13a-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On July 27, 2017, InterCloud Systems, Inc., a Delaware corporation (the “Company”), entered into an Exchange Agreement (the “Exchange Agreement”) with Mark Munro, the Company’s Chairman and Chief Executive Officer, certain entities controlled by Mr. Munro, and Pascack Road, LLC, an entity controlled by Mark Durfee, a member of the Company’s Board of Directors, to exchange all of the promissory notes held by each of them for shares of Series J preferred stock of the Company, the terms of which are set forth on that certain certificate of designation for such Series J preferred stock (the “Certificate of Designation”), which was filed with the Secretary of State of the State of Delaware on July 26, 2017. Mr. Munro and entities controlled by him exchanged promissory notes with an aggregate principal and accrued interest amount of \$1,903,579 for an aggregate of 387 shares of Series J preferred stock, and Pascack Road, LLC exchanged promissory notes with an aggregate principal and accrued interest amount of \$3,013,884 for an aggregate of 613 shares of Series J preferred stock. The Exchange Agreement is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On July 26, 2017, the Company filed the Certificate of Designation with the Secretary of State of the State of Delaware. The Certificate of Designation is attached hereto as Exhibit 4.1 and incorporated herein by reference. The Certificate of Designation became effective upon filing with the Secretary of State of the State of Delaware.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
4.1	<u>Certificate of Designation of InterCloud Systems, Inc., dated July 26, 2017.</u>
10.1	<u>Exchange Agreement by and among InterCloud Systems, Inc. and certain holders of InterCloud Systems, Inc.’s promissory notes, dated July 27, 2017.</u>

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

INTERCLOUD SYSTEMS, INC.

Date: August 7, 2017

By: /s/ Daniel Sullivan
Daniel Sullivan
Chief Accounting Officer

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DESIGNATION OF "INTERCLOUD SYSTEMS, INC.", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF JULY, A.D. 2017, AT 4:06 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

/s/ Jeffrey w. Bullock
Jeffrey w. Bullock, Secretary of State



3131825 8100
SR# 20175429806

Authentication: 202962021
Date: 07-27-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

**CERTIFICATE OF DESIGNATION, PREFERENCES, RIGHTS AND
OTHER RIGHTS OF
SERIES J PREFERRED STOCK OF INTERCLOUD SYSTEMS, INC.**

Pursuant to Section 151 of the General Corporation Law of the State of Delaware, the undersigned Secretary of **INTERCLOUD SYSTEMS, INC.** (the "Corporation"), a corporation organized and existing under the laws of the State of Delaware, **DOES HEREBY CERTIFY** that pursuant to the authority contained in the Corporation's Certificate of Incorporation, as amended, and in accordance with the provisions of the resolution creating a series of the class of the Corporation's authorized Preferred Stock as designated as Series J Preferred Stock as follows:

FIRST: The Certificate of Incorporation, as amended, of the Corporation authorizes the issuance of 500,000,000 shares of common stock, \$0.0001 par value per share, and 50,000,000 shares of preferred stock, par value \$0.0001 per share, and further authorizes the Board of Directors of the Corporation, by resolution or resolutions, at any time and from time to time, to divide and establish any or all of the unissued shares of preferred stock not then allocated to any series into one or more and, without limiting the generality of the foregoing, to fix and determine the designation of each such share, the number of shares which shall constitute such and certain preferences, limitations and relative rights of the shares of each series so established.

SECOND: By unanimous written consent of the Board of Directors of the Corporation dated July 20, 2017, the Board of Directors have designated 1000 shares of the preferred stock as Series J Preferred Stock. The designations, powers, preferences and rights, and the qualifications, limitations or restrictions thereof, in respect of the Series J Preferred Stock shall be as hereinafter described.

THIRD: Article Fourth of the Certificate of Incorporation of the Corporation is amended to include the following:

Series J Preferred Stock

The Corporation shall designate a series of preferred stock, consisting of 1000 shares, with stated value of \$4,916 per share, as Series J Preferred Stock (the "Series J"), which shall have the following designations, rights and preferences:

1. **Redemption.** The shares of the Series J are not redeemable.
2. **Voting Rights.** Except as otherwise provided herein or as required by law, the Series J shall be voted together with the shares of Common Stock of the Corporation ("Common Stock") and any other series of preferred stock then outstanding, and not as a separate class, at any annual or special meeting of stockholders of the Corporation, with respect to any question or matter upon which the holders of Common Stock have the right to vote, such that the aggregate voting power of the Series J is equal to fifty-one percent (51%) of the total voting power of the Corporation. The Series J shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation, and may act by written consent in the same manner as the holders of Common Stock of the Corporation.

**State of Delaware
Secretary of State
Division of Corporations
Delivered 04:06 PM 07/26/2017
FILED 04:06 PM 07/26/2017
SR 20175429806 - File Number 3131825**

3. Liquidation, Dissolution, Winding-Up. The Corporation's Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, Series G Preferred Stock, Series H Preferred Stock, and Series I Preferred Stock (the "Senior Preferred Stock") shall have a liquidation preference senior to the Series J. Upon any Fundamental Transaction, liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the Holders of the shares of the Series J shall be entitled, after any distribution or payment is made upon any shares of capital stock of the Corporation having a liquidation preference senior to the Series J, including the Senior Preferred Stock, but before any distribution or payment is made upon any shares of Common Stock or other capital stock of the Corporation having a liquidation preference junior to the Series J, to be paid in cash the sum of \$4,916 per share. If upon such liquidation, dissolution or winding up, the assets to be distributed among the Series J Holders and all other shares of capital stock of the Corporation having the same liquidation preference as the Series J shall be insufficient to permit payment to said holders of such amounts, then all of the assets of the Corporation then remaining shall be distributed ratably among the Series J Holders and such other capital stock of the Corporation having the same liquidation preference as the Series J, if any. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after provision is made for Series J Holders and all other shares of capital stock of the Corporation having the same liquidation preference as the Series J, if any, then-outstanding as provided above, the holders of Common Stock and other capital stock of the Corporation having a liquidation preference junior to the Series J shall be entitled to receive ratably all remaining assets of the Corporation to be distributed. If assets other than cash are distributed pursuant to this Section, the valuation of such assets will be made by the Board of Directors acting in good faith. For purposes hereof, a "Fundamental Transaction" shall mean (i) the Corporation, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Corporation with or into another person, (ii) the Corporation, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Corporation or another person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Corporation, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property; or (v) the Corporation, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another person, whereby such other person acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other person or other persons making or party to, or associated or affiliated with the other persons making or party to, such stock or share purchase agreement or other business combination).

4. No Preemptive Rights. No Series J Holder shall be entitled to rights to subscribe for, purchase or receive any part of any new or additional shares of any class, whether now or hereinafter authorized, or of bonds or debentures, or other evidences of indebtedness convertible into or exchangeable for shares of any class.

5. Remedies. Characterizations Other Obligations. Breaches and Injunctive Relief. The remedies provided in this Certificate of Designation shall be cumulative and in addition to all other remedies available under this Certificate of Designation, at law or in equity (including a decree of specific performance and/or other injunctive relief), no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy, and nothing herein shall limit a Holder's right to pursue actual damages for any failure by the Corporation to comply with the terms of this Certificate of Designation.

6. Specific Shall Not Limit General. No specific provision contained in this Certificate of Designation shall limit or modify any more general provision contained herein.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designation to be duly executed by its Chief Executive Officer as of this 20th day of July 2017.

INTERCLOUD SYSTEMS, INC.

By: /s/ Mark E. Munro

Name: Mark E. Munro

Title: Chief Executive Officer

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (the “Agreement”) is dated this 27th day of July 2017, by and among InterCloud Systems, Inc., a Delaware corporation (the “Company”) and the parties listed below (each a “Holder”).

WHEREAS, the individual Holder beneficially owns and holds a certain Promissory Note or multiple Promissory Notes, as set forth on Exhibit A hereto (the “Note(s)”); and

WHEREAS, the Holder desires to exchange (the “Exchange”) the Note for new Convertible Preferred Stock (the “Exchange Securities”) of the Company as set forth and memorialized on Exhibit B hereto, and the Company desires to issue the Exchange Securities in exchange for the Note(s), all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Holder hereby agree as follows;

Section 1. Exchange. Subject to and upon the terms and conditions set forth in this Agreement, the Holder agrees to surrender to the Company the Securities and, in exchange therefore, the Company shall issue to the Holder the Exchange Securities.

1.1 Closing. On the Closing Date (as defined below) the Company will issue and deliver (or cause to be issued and delivered) the Exchange Securities to the Holder, or in the name of a custodian or nominee of the Holder, or as otherwise requested by the Holder in writing, and the Holder will surrender to the Company the Note(s). The closing of the Exchange shall occur on July 20, 2017 or as soon thereafter as the parties may mutually agree in writing (the “Closing Date”).

Section 2. Representations and Warranties of the Company. The Company represents and warrants to the Holder that:

2.1 Organization and Qualification. The Company is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. The Company is duly qualified to conduct business and is in good standing in each jurisdiction in which business is conducted.

2.2 Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement and each of the other related transaction documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors or the Company’s stockholders in connection herewith.

2.3 Issuance of Exchange Securities. The issuance of the Exchange Securities is duly authorized and, upon issuance in accordance with the terms hereof, the Exchange Securities shall be validly issued, fully paid and non-assessable. The shares of Common Stock issued upon conversion of the Exchange Securities, when issued and delivered in accordance with the terms of the Exchange Securities, will be duly and validly issued, fully paid and non-assessable, free and clear of all Liens (as defined below) imposed by the Company, other than restrictions on transfer under applicable state and federal securities laws.

2.4 No Conflicts. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which it is a party, the issuance of the Exchange Securities and the consummation by it of the transactions contemplated hereby and thereby do not and will not: (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents; (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any options, contracts, agreements, liens, security interests, or other encumbrances ("Liens") upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected.

2.5 Acknowledgment Regarding the Exchange. The Company acknowledges and agrees that the Holder is acting solely in the capacity of an arm's length third party with respect to this Agreement and the transactions contemplated hereby.

2.6 No Commission: No Other Consideration. The Company has not paid or given, and has not agreed to pay or give, directly or indirectly, any commission or other remuneration for soliciting the Exchange. The Exchange Securities are being issued exclusively for the exchange of the Securities and no other consideration has or will be paid for the Exchange Securities.

Section 3. Representations and Warranties of the Holder. The Holder represents and warrants, severally and not jointly, to the Company that:

3.1 Ownership of the Note(s). The Holder is the legal and beneficial owner of the Note(s). The Holder delivered valid consideration for the Note(s), and has continuously held the Note(s) since its issuance.

3.2 No Public Sale or Distribution. The Holder is acquiring the Exchange Securities in the ordinary course of business for its own account and not with a view toward, or for resale in connection with, the public sale or distribution thereof.

3.3 Accredited Investor and Affiliate Status. The Holder is an “accredited investor” as that term is defined in Rule 501 of Regulation D under the Securities Act.

3.4 Risk. The Holder understands that its investment in the Exchange Securities involves a high degree of risk. The Holder is able to bear the risk of an investment in the Exchange Securities including, without limitation, the risk of total loss of its investment.

3.5 No Governmental Review. The Holder understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement in connection with the Exchange or the fairness or suitability of the investment in the Exchange Securities nor have such authorities passed upon or endorsed the merits of the Exchange Securities.

3.6 Organization; Authorization. The Holder is duly organized, validly existing and in good standing under the laws of its state of formation and has the requisite organizational power and authority to enter into and perform its obligations under this Agreement.

3.7 Validity; Enforcement. This Agreement has been duly and validly authorized, executed and delivered, on behalf of the Holder and shall constitute the legal, valid and binding obligations of the Holder enforceable against the Holder in accordance with its terms. The execution, delivery and performance of this Agreement by the Holder and the consummation by the Holder of the transactions contemplated hereby (including, without limitation, the irrevocable surrender of the Note(s)) will not result in a violation of the organizational documents of the Holder.

3.8 Prior Investment Experience. The Holder acknowledges that it has prior investment experience, including investment in securities of the type being exchanged, including the Securities and the Exchange Securities, and has read all of the documents furnished or made available by the Company to it and is able to evaluate the merits and risks of such an investment on its behalf, and that it recognizes the highly speculative nature of this investment.

3.9 Tax Consequences. The Holder acknowledges that the Company has made no representation regarding the potential or actual tax consequences for the Holder which will result from entering into the Agreement and from consummation of the Exchange. The Holder acknowledges that it bears complete responsibility for obtaining adequate tax, advice regarding the Agreement and the Exchange.

Section 4. Conditions Precedent to Obligations of the Company. The obligation of the Company to consummate the transactions contemplated by this Agreement, is subject to the satisfaction of each of the following conditions, provided that these conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion by providing the Holder with prior written notice thereof:

4.1 Delivery. The Holder shall have delivered to the Company the Note(s).

4.2 No Prohibition. No order of any court, arbitrator, or governmental or regulatory authority shall be in effect which purports to enjoin or restrain any of the transactions contemplated by this Agreement; and

4.3 Representations. The accuracy in all material respects when made and on the applicable Closing Date of the representations and warranties of the Holder contained herein (unless as of a specific date therein);

Section 5. Conditions Precedent to Obligations of the Holder. The obligation of the Holder to consummate the transactions contemplated by this Agreement is subject to the satisfaction of each of the following conditions, provided that these conditions are for the Holder's sole benefit and may be waived by the Holder at any time in its sole discretion by providing the Company with prior written notice thereof:

5.1 No order of any court, arbitrator, or governmental or regulatory authority shall be in effect which purports to enjoin or restrain any of the transactions contemplated by this Agreement;

5.2 the representations and warranties of the Company (i) shall be true and correct in all material respects when made, and on the applicable Closing Date (unless as of a specific date therein) for such representations and warranties contained herein that are not qualified by "materiality" or "Material Adverse Effect" and (ii) shall be true and correct when made and on the applicable Closing Date (unless as of specific date therein) for such representations and warranties contained herein that are qualified by "materiality" or "Material Adverse Effect";

5.3 all obligations, covenants and agreements of the Company required to be performed at or prior to the applicable Closing Date shall have been performed.

Section 6. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement shall be construed under the laws of the state of New York, without regard to principles of conflicts of law or choice of law that would permit or require the application of the laws of another jurisdiction. The Company and the Holder each hereby agrees that all actions or proceedings arising directly or indirectly from or in connection with this Agreement shall be litigated only in the Supreme Court of the State of New York or the United States District Court for the Southern District of New York located in New York County, New York.

Section 7. Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile signature.

Section 8. Headings. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

Section 9. Severability. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

Section 10. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

Section 11. Entire Agreement; Amendments. This Agreement supersedes all other prior oral or written agreements between the Holder, the Company, their affiliates and persons acting on their behalf with respect to the matters discussed herein, and this Agreement and the instruments referenced herein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor the Holder makes any representation, warranty, covenant or undertaking with respect to such matters.

Section 12. Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (a) upon receipt, when delivered personally; (b) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (c) one calendar day (excluding Saturdays, Sundays, and national banking holidays) after deposit with an overnight courier service, in each case properly addressed to the party to receive the same.

The addresses and facsimile numbers for such communications shall be:

If to the Company;
Tim Larkin
Chief Financial Officer
1030 Broad Street, Suite 102, Shrewsbury, NJ 0772
E:tlarkin@intercloudsys.com

If to the Holder:

Last known address on file with the Company

or to such other address and/or facsimile number and/or to the attention of such other person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change.

Section 13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including any purchasers of the Exchange Securities. The Holder may assign some or all of its rights hereunder without the consent of the Company, in which event such assignee shall be deemed to be the Holder hereunder with respect to such assigned rights.

Section 14. No Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

Section 15. Survival of Representations. The representations and warranties of the Company and the Holder contained in Sections 2 and 3, respectively, will survive the closing of the transactions contemplated by this Agreement.

Section 16. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Exchange Agreement as of the date first written above.

COMPANY

INTERCLOUD SYSTEMS, INC.

By: /s/ Tim Larkin
Name: Tim Larkin
Title: CFO

HOLDER

By: /s/ Mark Munro
Name: Mark Munro

PASCACK ROAD, LLC

By: /s/ Mark Durfee
Name: Mark Durfee
Title: Authorized Signatory

1112 THIRD AVENUE CORP.

By: /s/ Mark Munro
Name: Mark Munro
Title: Authorized Signatory

CAMAPLAN FBO MARK MUNRO IRA

By: /s/ Mark Munro
Name: Mark Munro
Title: Authorized Signatory

EXHIBIT A
Promissory Notes

Holder	Aggregate Principal and Accrued Interest Amount of Promissory Notes of the Company Exchanged
Mark Munro	\$ 724,680
Pascack Road, LLC	\$ 3,013,884
1112 Third Avenue Corp.	\$ 411,751
CamaPlan FBO Mark Munro IRA	\$ 767,148
Total	\$ 4,917,463

EXHIBIT B
Series J Preferred Stock

Holder	Number of Shares of Series J Preferred Stock of the Company Received in Exchange for Promissory Notes
Mark Munro	147
Pascack Road, LLC	613
1112 Third Avenue Corp.	84
CamaPlan FBO Mark Munro IRA	156
Total	1,000
