

Division of Corporations

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F14000001824

**Florida Department of State
Division of Corporations
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To:

Division of Corporations
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Account Number : 113615003626
Phone : (407) 650-1000
Fax Number : (407) 540-7522

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**COR AMND/RESTATE/CORRECT OR O/D RESIGN
CHP WATERCREST AT MANSFIELD TX TENANT CORP.**

Certificate of Status	0
Certified Copy	0
Page Count	14
Estimated Charge	\$35.00

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SEP-18-2015

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Corporate Filing Menu

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PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to s. 607.1504, F.S.)

SECTION I
(1-3 MUST BE COMPLETED)

F14000001824

(Document number of corporation (if known))

1. CHP Watercrest at Mansfield TX Tenant Corp.

(Name of corporation as it appears on the records of the Department of State)

2. Delaware

(Incorporated under laws of)

3. April 24, 2014

(Date authorized to do business in Florida)

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? July 1, 2015

5. CHP Watercrest at Mansfield TX TRS Corp.

(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

(New jurisdiction)

8. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.


(Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)

Amy J. Patterson

(Typed or printed name of person signing)

Assistant Secretary

(Title of person signing)

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TALLAHASSEE, FLORIDA

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Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CHP WATERCREST AT MANSFIELD TX TRS CORP." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTEENTH DAY OF SEPTEMBER, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



5411598 8300

SR# 20150114808

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

Authentication: 10058366

Date: 09-14-15

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Delaware

PAGE 1

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 RESTATED CERTIFICATE OF "CHP WATERCREST AT MANSFIELD TX TENANT CORP.", CHANGING ITS NAME FROM "CHP WATERCREST AT MANSFIELD TX TENANT CORP." TO "CHP WATERCREST AT MANSFIELD TX TRS CORP.", FILED IN THIS OFFICE ON THE FIRST DAY OF JULY, A.D. 2015, AT 7:55 O'CLOCK A.M.

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

5411598 8100

150996655

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2525931

DATE: 07-06-15

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State of Delaware
Secretary of State
Division of Corporations
Delivered 08:00 AM 07/01/2015
FILED 07:55 AM 07/01/2015
SRV 150996655 - 5411598 FILE

**SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
CHP WATERCREST AT MANSFIELD TX TENANT CORP.**

A STOCK CORPORATION

CHP Watercrest at Mansfield TX Tenant Corp. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware ("General Corporation Law"), pursuant to Sections 242 and 243 thereof, does hereby certify as follows:

1. The Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware (the "Secretary of State") on October 8, 2013 (the "Original Certificate of Incorporation").

2. The Amended and Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State on June 30, 2014 (the "Amended and Restated Certificate of Incorporation"), which Amended and Restated Certificate of Incorporation amended and restated the Original Certificate of Incorporation in its entirety.

3. This Second Amended and Restated Certificate of Incorporation of the Corporation (the "Second Amended and Restated Certificate of Incorporation") amends and restates the Amended and Restated Certificate of Incorporation, in its entirety, to, among other things, change the name of the Corporation to "CHP Watercrest at Mansfield TX TRS Corp."

4. The Board of Directors and Sole Stockholder of the Corporation, by unanimous written consent dated as of July 1, 2015, duly adopted and approved resolutions setting forth the Second Amended and Restated Certificate of Incorporation herein contained, all in accordance with the applicable provisions of the General Corporation Law.

5. The text of the Amended and Restated Certificate of Incorporation filed with the Secretary of State on June 30, 2014, is hereby amended and restated in its entirety to read as follows:

FIRST. The name of the corporation is **CHP Watercrest at Mansfield TX TRS Corp.** (the "Corporation").

SECOND. The address of the Corporation in the State of Delaware is c/o National Registered Agents, Inc., 160 Greentree Drive, Suite 101, City of Dover, County of Kent, Delaware 19904, and the name of the registered agent of the Corporation in the State of Delaware is National Registered Agents, Inc.

THIRD. The activities and sole purposes of the Corporation are:

(a) entering into a services agreement with CHP Watercrest at Mansfield TX Owner, LLC, a Delaware limited liability company and Affiliate of the Corporation ("Watercrest at Mansfield LLC"), with respect to certain services related to the operation and management of

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the independent living facility commonly known as "Watercrest at Mansfield" located at 250 East Debbie Lane, Mansfield, Texas 76063 (collectively, the "Property") owned by Watercrest at Mansfield LLC (together with any and all amendments, restatements, supplements, modifications, renewals or assignments thereto or thereof, and including any replacements thereof, collectively, the "Services Agreement"); and

(b) entering into a sub-services agreement with a management entity not Affiliated with the Corporation with respect to certain services related to the operation and management of the Property (together with any and all amendments, restatements, supplements, modifications, renewals or assignments thereto or thereof, and including any replacements thereof, collectively, the "Sub-Services Agreement"); and

(c) performing its obligations under, and collaterally assigning as security for, and/or subordinating its interests in the Services Agreement and/or the Sub-Services Agreement, and any other contracts, agreements or assets of the Corporation to, a loan dated May 28, 2013 ("Loan"), made by Keycorp Real Estate Capital Markets, Inc. ("Original Lender") to Waterview at Mansfield Investors, L.P., a Texas limited partnership ("Original Borrower"), which was assigned by Original Lender to Federal Home Loan Mortgage Corporation and is now held by U.S. Bank National Association, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Multifamily Mortgage Pass-Through Certificates, Series 2014-K36 ("Lender"), and which has been assumed by Watercrest at Mansfield LLC, as Borrower, and is evidenced by a loan agreement or similar instrument executed by Borrower and/or Lender (together with any all amendments, supplements, restatements, modifications and/or refinancings thereof and/or thereto, a "Loan Agreement") (any such Loan Agreement, together with all promissory notes, mortgages, agreements, documents and instruments executed in connection therewith, including all amendments, supplements, restatements, modifications and/or refinancings thereof and/or thereto, called individually or collectively as the context requires, the "Loan Document(s)"); and

(d) incurring operating debt in the ordinary course of business of the Corporation, to the extent not prohibited by any Loan Document; and

(e) doing all lawful acts necessary or incidental to the foregoing purposes.

FOURTH. The Corporation is authorized to issue One Thousand (1,000) shares of One and No/100 Dollar (\$1.00) par value voting common stock.

FIFTH. The name and the mailing address of the Incorporator are as follows:

Amy J. Patterson	CNL Center at City Commons
	450 S. Orange Avenue
	Orlando, Florida 32801-3336

SIXTH. The Corporation shall have at least three (3) directors. The number of directors may be either increased or decreased from time to time as provided in the Bylaws of the Corporation, but shall never be less than three (3) directors.

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SEVENTH. In furtherance and not in limitation of the powers conferred by statute, the Corporation's Board of Directors is expressly authorized to alter, amend, repeal or adopt the Bylaws of the Corporation. In the event of any conflict between the Bylaws of the Corporation and this Certificate of Incorporation, this Certificate of Incorporation shall control.

EIGHTH. Elections of directors need not be by written ballot unless, and to the extent, so provided in the Corporation's Bylaws.

NINTH.

(a) Notwithstanding any provision hereof to the contrary, and in order to qualify as a so-called "Special Purpose Entity" in addition to the other provisions set forth in this Certificate of Incorporation, the Corporation intends to remain solvent, and has paid and will pay its own debts and liabilities out of its own funds and assets (to the extent such funds and assets are available) as the same shall become due, and the Corporation shall conduct its affairs in accordance with the following provisions.

(i) It shall not engage in any business or activity other than the purposes set forth in Article THIRD hereof, and activities incidental thereto;

(ii) It shall not acquire or own any material assets other than its interests in the Services Agreement and Sub-Services Agreement related to the Property and related personal property and fixtures, as more particularly set forth in Article THIRD hereof;

(iii) Except to the fullest extent permitted by applicable law, it shall not merge into or consolidate with any Person, or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

(iv) It shall not fail to observe all organizational and corporate governance formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the applicable legal requirements of the jurisdiction of its organization or formation, or fail to qualify and remain in good standing in all jurisdictions in which the nature of its business requires such qualifications, or amend, modify or fail to comply with (in any material respect), or terminate, the provisions of its formation, organizational or governance documents;

(v) It shall not own any other subsidiary, or make any investment in, any Person, except as otherwise permitted or required under the Loan Documents;

(vi) It shall not commingle its funds or assets with the funds or assets of any other Person, except (A) as may be contemplated, permitted or required by the Loan Documents or (B) by written consent of Lender;

(vii) It will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than, customary unsecured trade payables incurred in the ordinary course of operating the Property provided the same are not evidenced by a promissory note, do not exceed, in the aggregate, at any time a maximum

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amount of 2% of the original principal amount of the Indebtedness and are paid within 60 days of the date incurred, except as otherwise permitted by the Loan Documents;

(viii) It shall maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person and will not list its assets as assets on the financial statement of any other Person; provided, however, that the Corporation's assets may be included in a consolidated financial statement of its Affiliate, provided that (A) appropriate notation will be made on such consolidated financial statements to indicate that the Corporation's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person and (B) such assets will also be listed on the Corporation's own separate balance sheet;

(ix) It shall not enter into, on behalf of itself, any contract or agreement with any of its stockholders, principals and/or Affiliates, or any stockholder, member, principal, partner or Affiliate thereof, except upon terms and conditions that are intrinsically fair, commercially reasonable and no less favorable to it than those that would be available on an arm's-length basis with third parties, except as contemplated by the Loan Documents;

(x) It shall not maintain its assets in such a manner that it shall be costly or difficult to segregate, ascertain or identify its individual assets from those of any of its stockholders, principals and Affiliates, or any member, stockholder, principal, partner or Affiliate thereof or any other Person;

(xi) It shall not assume or guaranty the debts of any other Person, hold itself out to be responsible for the debts of any other Person, or otherwise pledge its assets for the benefit of any other Person or hold out its credit as being available to satisfy the obligations of any other Person, except as otherwise permitted or required under the Loan Documents;

(xii) It shall not make any loans or advances to any Person, except as otherwise permitted or required under the Loan Documents;

(xiii) It will file its own tax returns separate from those of any other Person, except to the extent that Operating Tenant is required to file a consolidated tax return under applicable law, and Operating Tenant will pay any taxes required to be paid by it under applicable law; provided, however, that any consolidated returns will contain a schedule showing each consolidated entity's taxable income;

(xiv) It shall (A) hold itself out to the public as a legal entity separate and distinct from any other entity or Person, (B) conduct its business solely in its own name, (C) correct any known misunderstanding regarding its separate identity, and (D) not identify itself or any of its Affiliates as a division or department of any other Person;

(xv) It shall not fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

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(xvi) It shall not, without the prior unanimous written consent of 100% of the directors and shareholders of the Corporation, take any of the following actions:

- (A) File any insolvency, or reorganization case or proceeding, to institute proceedings to have the Corporation be adjudicated bankrupt or insolvent.
- (B) Institute proceedings under any applicable insolvency law.
- (C) Seek any relief under any law relating to relief from debts or the protection of debtors.
- (D) Consent to the filing or institution of bankruptcy or insolvency proceedings against the Corporation.
- (E) File a petition seeking, or consent to, reorganization or relief with respect to the Corporation under any applicable federal or state law relating to bankruptcy or insolvency.
- (F) Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian, or any similar official for the Corporation or a substantial part of its property.
- (G) Make an assignment for the benefit of creditors of the Corporation.
- (H) Admit in writing the Corporation's inability to pay its debts generally as they become due.
- (I) Take action in furtherance of any of the foregoing.

(xvii) It shall pay or cause the Property manager or any operator of the Property to pay on behalf of the Corporation from the Corporation's own funds its own liabilities (including salaries of its own employees, if any);

(xviii) It shall allocate fairly and reasonably shared expenses with Affiliates (including shared office space) and use separate stationery, invoices and checks bearing its own name;

(xix) It shall not fail to maintain and use separate stationery, invoices and checks from those of any other Person;

(xx) It shall not acquire the obligations or securities of any of its Affiliates, or have its obligations guaranteed by any Affiliate;

(xxi) It shall not violate or cause to be violated the assumptions made with respect to the Corporation and its principals in any opinion letter pertaining to substantive consolidation delivered to a Lender in connection with a Loan;

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(xxii) It shall not fail to hold its assets in its name; and

(xxiii) It shall not fail to maintain an arms-length relationship with its Affiliates.

(b) The Corporation shall not allow the transfer of any direct or indirect ownership interest in the Corporation such that the transferee owns, in the aggregate with the ownership interests of its Affiliates and family members in the Corporation, more than a forty-nine percent (49%) interest in the Corporation (or such other interest as specified in any Loan Documents or by a rating agency), unless such transfer is conditioned upon the delivery of an acceptable non-consolidation opinion to the holder of a Loan and to any applicable rating agency concerning, as applicable, the Corporation, the new transferee and/or their respective owners.

For purpose of this Article NINTH, the following terms shall have the following meanings:

"Affiliate" means any Person Controlling or Controlled by or under common Control with the Corporation, including, without limitation (i) any Person who has a familial relationship, by blood, marriage or otherwise with any director, officer or employee of the Corporation, its Parent, or any affiliate thereof and (ii) any Person which receives compensation for administrative, legal or accounting services from the Corporation, its Parent or any Affiliate thereof.

"Control" when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms "Controlling" and "Controlled" have meanings correlative to the foregoing.

"Parent" means, with respect to a corporation, any other corporation owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the corporation.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, limited partnership, limited liability partnership, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or other organization, whether or not a legal entity, and any governmental authority.

TENTH. Exculpation and Indemnification. Neither any shareholder of the Corporation, nor any officer, director, manager, employee, representative, agent, or Affiliate of the Corporation (collectively, the "Covered Persons") shall be liable to the Corporation or any other Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Corporation and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

(a) Indemnification. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Corporation for any loss, damage or

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claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Corporation and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section by the Corporation shall be provided out of and to the extent of Corporation assets only, and the shareholders shall have no personal liability on account thereof; and provided further, that so long as the Loan is outstanding, no such indemnity payment shall be made from funds that are pledged as collateral for the Loan (as distinct from funds from other sources, such as insurance). To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Corporation prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it is determined that such Covered Person is not entitled to be indemnified as authorized in this Section.

(b) Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Corporation or to any other Covered Person, a Covered Person shall not be liable to the Corporation or to any other Covered Person for its good faith reliance on any approval or authorization granted by the Corporation or any other Covered Person.

(c) Payment of Expenses. Except as prohibited by the Loan Documents, expenses (including attorneys' fees) incurred in defending any civil, criminal, administrative or investigative action, suit or proceeding shall (in the case of any action, suit or proceeding against a director of the Corporation) or may (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 as authorized by the Board of Directors 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 is not entitled to be indemnified by the Corporation as authorized in this Article TENTH.

(d) Nonexclusivity of Provision. The indemnification and other rights as set forth in this Article TENTH shall not be exclusive of any provisions with respect thereto in the Bylaws or any other contract or agreement between the Corporation and any officer, director, incorporator, employee or agent of the Corporation provided that any such indemnifications by the Corporation shall be subordinated to the Loan.

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(e) Effect of Repeal. Neither the amendment nor repeal of this Article TENTH, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article TENTH, shall eliminate or reduce the effect of this Article TENTH 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 TENTH, if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(f) Limitation on Liability. No director or officer shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director or officer, except for any matter in respect of which such director or officer (A) shall be liable under Section 174 of the General Corporation Law of the State of Delaware or any amendment thereto or successor provision thereto, or (B) shall be liable by reason that, in addition to any and all other requirements for liability, he:

(i) shall have breached his duty of loyalty to the Corporation, which shall include a fiduciary duty to the Corporation's creditors, as well as to the Corporation's stockholders;

(ii) shall not have acted in good faith or, in failing to act, shall not have acted in good faith;

(iii) shall have acted in a manner involving intentional misconduct or a knowing violation of law or, in failing to act, shall have acted in a manner involving intentional misconduct or a knowing violation of law; or

(iv) shall have derived an improper personal benefit.

If the General Corporation Law of the State of Delaware 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 General Corporation Law of the State of Delaware, as so amended.

ELEVENTH. To the extent permitted under the General Corporation Law, any Person (including, but not limited to, stockholders, directors, officers and employees of the Corporation or any Affiliate of the Corporation) may engage in or possess an interest in other business ventures of every nature and description, independently or with others, whether such ventures are competitive with the Corporation or otherwise, and neither the Corporation nor its stockholders shall have any right in or to such independent ventures or to the income or profits derived therefrom.

TWELFTH. Notwithstanding any other provision of this Certificate of Incorporation and any provision of law, for so long as any Loan remains outstanding, the Corporation shall not do, and shall not have the power to do, any of the following:

(a) engage in any business or activity other than as set forth in Article THIRD hereof;

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(b) without the unanimous affirmative vote of all of the members of the Board of Directors of the Corporation and the shareholders, (i) institute proceedings to be adjudicated bankrupt or insolvent, (ii) consent to the institution of bankruptcy or insolvency proceedings against the Corporation, (iii) file a petition on behalf of the Corporation seeking or consenting to reorganization of the Corporation or relief under any applicable federal or state law relating to bankruptcy, (iv) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Corporation or a substantial part of the property of the Corporation, (v) make a general assignment for the benefit of creditors of the Corporation, (vi) admit in writing the inability of the Corporation to pay its debts generally as they become due, or (vii) take any corporate action in furtherance of the actions set forth in clauses (i) through (vi) of this paragraph; or

(c) dissolve or liquidate the Corporation, in whole or in part, consolidate or merge the Corporation with or into any other entity or convey or transfer the Corporation's properties and assets substantially as an entirety to any entity.

THIRTEENTH. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in any manner now or hereafter provided herein or by statute and, except as provided in Article SEVENTH, all rights, preferences and privileges conferred by this Certificate of Incorporation upon stockholders, directors or any other Person are granted subject to such right; provided, however, that the Corporation shall not amend, alter, change or repeal any provision of Articles THIRD, SIXTH, SEVENTH, NINTH, TENTH, TWELFTH, this Article THIRTEENTH, or Article FOURTEENTH of this Certificate of Incorporation (the "Restricted Articles") without the unanimous affirmative vote of all of the shareholders and members of the Board of Directors of the Corporation, and provided, further, that the Corporation shall not amend or change any provision of any Article other than the Restricted Articles, or add any Article, so as to be inconsistent with the Restricted Articles.

FOURTEENTH. When exercising any vote on whether the Corporation will take any action described in subparagraph (b) of Article TWELFTH hereof, each Director shall cast his vote recognizing that he owes his primary fiduciary duty or other obligation with respect to such vote to the Corporation (including, without limitation, the Corporation's creditors) and not to the stockholders of the Corporation (except as may specifically be required by the law of any applicable jurisdiction). Every stockholder of the Corporation shall be deemed to have consented to the foregoing by virtue of such stockholder's consent to this Certificate of Incorporation or acquisition of common stock of the Corporation.

Signature on following page

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IN WITNESS WHEREOF, the Board of Directors of the Corporation has caused this Second Amended and Restated Certificate of Incorporation to be signed by its Vice President this 1st day of July, 2015.

DocuSigned by:

Tracey B. Bracco

Name: Tracey B. Bracco

Title: Vice President