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Prison H. Haskell Company

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AMENDMENT AND RESTATEMENT
OF THE
ARTICLES OF INCORPORATION OF
PRESTON H. HASKELL COMPANY

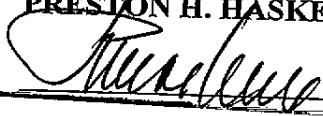
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TALLAHASSEE, FLORIDA

Preston H. Haskell Company, a Company organized and existing under the laws of the State of Florida (the "Company"), hereby certifies through its undersigned authorized representative as follows:

1. The name of the Company is Preston H. Haskell Company. The Company was originally incorporated by virtue of its Articles of Incorporation filed with the Secretary of State of the State of Florida on January 21, 1983.
2. Pursuant to Section 607.1007 of the Florida Business Corporation Act, the Company does hereby amend and restate its Articles of Incorporation by virtue of the Amended and Restated Articles of Incorporation of the Company annexed hereto and made a part hereof.
3. The annexed Amended and Restated Articles of Incorporation contain amendments to the Articles of Incorporation of the Company requiring shareholder approval pursuant to Section 607.1003 of the Florida Business Corporation Act.
4. Pursuant to Section 607.1003 of the Florida Business Company Act, these Amended and Restated Articles of Incorporation were adopted by the Board of Directors of the Company by written consent dated December 23, 1999 and by the shareholders of the Company by written consent dated December 23, 1999.

Dated: December 23, 1999

PRESTON H. HASKELL COMPANY



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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PRESTON H. HASKELL COMPANY**

ARTICLE I.

Name

The name of the Company is "Preston H. Haskell Company."

ARTICLE II.

Duration

This Company shall exist perpetually, commencing on the original date of execution and acknowledgment of these Articles.

ARTICLE III.

Nature of Business

This Company is organized for the purpose of engaging in the transaction of any or all lawful business for which corporations may be incorporated under the laws of the State of Florida.

ARTICLE IV.

Capital Stock

PART A. AUTHORIZED SHARES

The total number of shares of stock which the Company has authority to issue is 5,000,000 shares consisting of :

- (i) 3,000,000 shares of Common Stock, par value \$1.00 per share;
- (ii) 2,000,000 shares of preferred stock, par value \$.01 per share, of which 52,096 shares shall be designated the "Series A Preferred Stock" and 52,096 shares shall be designated the "Series B Preferred Stock."

The Series A Preferred Stock and the Series B Preferred Stock shall be herein collectively referred to as the "Preferred Stock." The Preferred Stock shall have the preferences, limitations and relative rights as set forth in Part D of this Article IV hereof.

The Board of Directors of the Company shall have the authority to determine the relative preferences, limitations and rights of shares of any other series of preferred stock hereafter authorized prior to the issuance of any such shares.

PART B. DEFINITIONS

Definitions. For purposes of this Article IV the following definitions shall apply:

"Board" shall mean the Board of Directors of the Company.

"Business Day" shall mean a day on which banks are open for the transaction of business in New York and Jacksonville, Florida, as relevant to the determination to be made or action to be taken.

"Common Stock" shall mean the Company's common stock, par value \$1.00 per share.

"Company" shall mean the Preston H. Haskell Company.

"Equity Security" shall mean any stock or similar security of the Company or any security (whether stock or debt for borrowed money) convertible or exchangeable, with or without consideration, into or for any stock or similar security of the Company, or any security (whether stock or debt for borrowed money) carrying any warrant or right to subscribe to or purchase any stock or similar security of the Company, or any such warrant or right.

"Excess Net Income" shall have the meaning ascribed thereto in Part D, Section 1 hereof.

"Issue Date of Series A Preferred Stock" shall mean the date of the original issuance of a share of the Series A Preferred Stock.

"Issue Date of Series B Preferred Stock" shall mean the date of the original issuance of a share of the Series B Preferred Stock.

"Junior Stock" shall mean the Common Stock and all other shares of capital stock of the Company, whether presently outstanding or hereafter issued, other than the Series A Preferred Stock and Series B Preferred Stock.

"Lien" shall mean any mortgage, lien, pledge, charge, security interest, or other encumbrance of any kind, whether or not filed, recorded or otherwise perfected under applicable law (including, any conditional sale or other title retention agreement and any lease deemed to constitute a security interest and any option or other agreement to give any security interest).

"Payment Date" shall have the meaning ascribed thereto in Part D, Section 3 hereof.

"Preferred Stock" shall mean the Series A Preferred Stock and the Series B Preferred Stock, collectively.

"Put" shall have the meaning ascribed thereto in Part D, Section 3 hereof.

"Redemption Price" shall have the meaning ascribed thereto in Part D, Section 3 hereof.

"Series A Delinquency Event" shall have the meaning ascribed thereto in Part D, Section 1(a) hereof.

"Series A Directors" shall have the meaning ascribed thereto in Part D, Section 1(a) hereof.

"Series A Preferred Stock" shall mean the Series A Preferred Stock of the Company.

"Series B Delinquency Event" shall have the meaning ascribed thereto in Part D, Section 1(b) hereof.

"Series B Directors" shall have the meaning ascribed thereto in Part D, Section 1(b) hereof.

"Series B Preferred Stock" shall mean the Series B Preferred Stock of the Company.

PART C. COMMON STOCK

Section 1. Dividends.

The holder of Common Stock shall be entitled to receive dividends ratably on a per share basis out of funds legally available therefor as determined pursuant and subject to the provisions of the Florida Business Corporation Act at such times and in such amounts as the Board may declare in their sole discretion.

Section 2. Liquidation

Following the payment of any preferential amount to which the Preferred Stock shall be entitled as set forth in Part D of this Article IV, the holders of the Common Stock shall be entitled to participate ratably on a per share basis in all remaining assets of the Company in any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary. The foregoing provisions of this paragraph shall not, however, be deemed to require the distribution of assets among the holders of the shares of Common Stock in the event of a consolidation, merger, lease or sale, which does not in fact result in the liquidation or winding up of the Company.

Section 3. Voting

Except as otherwise required by applicable law, the holders of the Common Stock shall be entitled to one vote per share on all matters to be voted on by the stockholders of the Company.

PART D. PREFERRED STOCK

Section 1. Dividends.

(a) Series A Preferred Stock.

(i) Right to Dividends. Dividends on each share of Series A Preferred Stock shall accumulate and accrue from the Issue Date of Series A Preferred Stock and shall accrue from day to day thereafter, whether or not earned or declared, at the then applicable rate as set forth below on the stated amount per share of the Series A Preferred Stock (initially \$100 per share) until paid. Dividends accruing pursuant to this Section 1(a)(i) shall be payable in arrears in cash on the first Business Day of each calendar quarter commencing on April 3, 2000. Such dividends shall be cumulative so that, if all accrued dividends shall not have been paid, such accrued and unpaid dividends shall first be fully paid before any dividend or other distribution shall be paid or declared and set apart for any Series B Preferred Stock. Further, to the extent dividends are not declared by the Board and paid quarterly, all accrued and unpaid dividends shall be added to the stated amount of the Series A Preferred Stock on the applicable payment date, commencing on April 3, 2000. If any such dividends previously added to the stated amount are subsequently paid in cash, the stated amount will thereafter be reduced by the amount paid in cash.

The applicable rate for the Series A Preferred Stock shall be the rate set forth below for each period shown:

<u>Dividend Accrual Period</u>	<u>Applicable Rate</u>
1/1/2000 through 12/31/2004	8.0%
1/1/2005 through 12/31/2009	8.5%
1/1/2010 through 12/31/2014	9.5%
1/1/2015 and thereafter	10.5%

(ii) Priority. Until such time as all current and accrued dividends on the Series A Preferred Stock for all prior periods and the then current period shall have been paid in cash (including, without limitation, any accrued dividends previously added to the stated amount) (i) no dividend whatsoever (other than a dividend payable solely in Series B Preferred Stock) shall be paid or declared, and no distribution shall be made, on any Series B Preferred Stock, and (ii) no shares of Series B Preferred Stock shall be purchased, redeemed or acquired by the Company, and no monies shall be paid into or set aside or made available for a sinking fund for the purchase, redemption or acquisition thereof. So long as any shares of Series A Preferred Stock are outstanding,

without the prior consent of holders of at least a majority of the then-outstanding Series A Preferred Stock, the Company shall not authorize or issue, or obligate itself to issue, any other Equity Security senior to or on a parity with the Series A Preferred Stock as to dividend or redemption rights, liquidation preferences or otherwise.

(iii) Failure to Pay Dividends in Cash. In the event dividends accrued as of any applicable quarterly payment date for the Series A Preferred Stock are not paid in cash in full within sixty (60) days of the applicable quarterly payment date and so long as such dividends remain unpaid (a "Series A Delinquency Event"), the holders of the Series A Preferred Stock shall have the right to elect a majority of the members of the Board. To effect this provision, upon the occurrence of a Series A Delinquency Event, the number of directors shall automatically be increased by a number equal to the then number of directors plus one (1). The vacancies created by this increase shall be filled by persons (the "Series A Directors") appointed by affirmative vote of holders of a majority of the then-outstanding Series A Preferred Stock. During a Series A Delinquency Event, any directors elected by holders of Series A Preferred Stock may be removed or replaced only by a vote of the holders of the then-outstanding Series A Preferred Stock. Upon the payment in cash of all delinquent dividends on the Series A Preferred Stock, the Series A Directors shall be automatically removed and the number of directors shall be returned to that number immediately preceding the Delinquency Event, subject to the provisions of Part D, Section 1(b)(iii) below.

(b) Series B Preferred Stock.

(i) Right to Dividends. Dividends on each share of Series B Preferred Stock shall accumulate and accrue from the Issue Date of the Series B Preferred Stock and shall accrue from day to day thereafter, whether or not earned or declared, at the applicable rate set forth below on the stated amount per share of the Series B Preferred Stock (initially \$100 per share) until paid. Dividends accruing pursuant to this Section 1(b)(i) during each calendar year shall be payable in arrears in cash on April 30 (or, if such day is not a Business Day, on the following Business Day) of the following year commencing on April 30, 2001; provided however, that such dividends shall be payable in cash only out of the Company's net income for the applicable calendar year calculated in accordance with generally accepted accounting principles in excess of (i) fifteen percent (15%) of the Company's book value, calculated based on the total stockholders' equity for such calendar year less (ii) all dividends payable on the Series A Preferred Stock for such calendar year and any accrued but unpaid dividends for all prior years ("Excess Net Income"). To the extent Excess Net Income is less than the then amount of accrued but unpaid dividends on the Series B Preferred Stock, Excess Net Income shall be distributed pro rata among the holders of Series B Preferred Stock based on the ratio of the amount of dividends owed each holder compared to the total amount of accrued and unpaid dividends. Any dividends not paid upon the distribution of Excess Net Income shall remain unpaid and continue to be subject to the provisions of this Section 1(b)(i). Such dividends shall be cumulative. Further, to the extent dividends are not declared by the Board and paid at the full applicable rate annually, all accrued and unpaid dividends shall be added to the stated amount of the Series B Preferred Stock on April 30 of each year, commencing on April 30, 2001. If any such dividends previously added to the stated amount are subsequently paid in cash, the stated amount will thereafter be reduced by the amount paid in cash.

The applicable rate for the Series B Preferred Stock shall be the rate set forth below for each period shown:

<u>Dividend Accrual Period</u>	<u>Applicable Rate</u>
1/1/2000 through 12/31/2004	8.5%
1/1/2005 through 12/31/2009	9.0%
1/1/2010 through 12/31/2014	10.0%
1/1/2015 and thereafter	11.0%

(ii) Priority. So long as any shares of Series B Preferred Stock are outstanding, without the prior consent of holders of at least a majority of the then-outstanding Series B Preferred Stock, the Company shall not authorize or issue, or obligate itself to issue, any other Equity Security senior to or on a parity with the Series B Preferred Stock as to dividend or redemption rights, liquidation preferences or otherwise.

(iii) Failure to Pay Dividends in Cash. In the event dividends payable in cash as of any applicable annual payment date for the Series B Preferred Stock are not paid in full within sixty (60) days of the applicable annual payment date and so long as such dividends remain unpaid (a "Series B Delinquency Event"), the holders of the Series B Preferred Stock shall have the right to elect a majority of the members of the Board, subject to the rights of the Series A Preferred Stock upon a Series A Delinquency Event. To effect this provision, upon the occurrence of a Series B Delinquency Event, the number of directors shall automatically be increased by a number equal to the then number of directors plus one (1). The vacancies created by this increase shall be filled by persons (the "Series B Directors") appointed by affirmative vote of holders of a majority of the then-outstanding Series B Preferred Stock. During a Series B Delinquency Event, any directors elected by holders of Series B Preferred Stock may be removed or replaced only by a vote of the holders of the then-outstanding Series B Preferred Stock. Upon the payment in cash of all delinquent dividends on the Series B Preferred Stock, the Series B Directors shall be automatically removed and the number of directors shall be returned to that number immediately preceding the Series B Delinquency Event. Notwithstanding the above, if a Series A Delinquency Event has occurred prior to or contemporaneously with a Series B Delinquency Event and is continuing, the right of the holders of Series B Preferred Stock to appoint Series B Directors shall be deferred until such time as such Series A Delinquency Event has been cured and the Series A Directors have been removed from the Board.

Section 2. Liquidation Rights.

(a) Preference. In the event of any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, the holders of the then-outstanding shares of Preferred Stock shall be entitled to be paid out of the assets of the Company available for distribution to its stockholders, whether such assets are capital, surplus or earnings, before any payment or declaration and setting apart for payment of any amount shall be made in respect of the Junior Stock, an amount

equal to the then stated value per share of the Preferred Stock plus an amount equal to all accrued and unpaid dividends thereon, whether or not earned or declared, to and including the date full payment shall be tendered to the holders of the then-outstanding shares of Preferred Stock with respect to such liquidation, dissolution or winding up (the "Liquidation Preference"), and no more.

If upon any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary, the assets to be distributed to the holders of the then-outstanding shares of Preferred Stock shall be insufficient to permit the payment to such stockholders of the full preferential amounts to which they are entitled, then all of the assets of the Company shall be distributed ratably to the holders of the then-outstanding shares of Preferred Stock on the basis of the number of shares of Preferred Stock held by each such stockholder as compared to the aggregate number of then-outstanding shares of Preferred Stock.

(b) Remaining Assets. After the payment or distribution to the holders of the then-outstanding shares of Preferred Stock of the full preferential amounts to which they are entitled, the holders of the then-outstanding shares of Junior Stock shall be entitled to receive ratably all remaining assets of the Company.

Section 3. Redemption.

(a) Restriction on Redemption and Purchase. Except as expressly provided in this Section 3, the Company shall not have the right to purchase, call, redeem or otherwise acquire for value any or all of the Preferred Stock.

(b) Optional Redemption by the Company. At any time on or after (i) January 2, 2020 or (ii) the death, disability or mental incompetency of a holder of Preferred Stock, whichever is the first event to occur, the Company may, at its option, upon provision of written notice at least twenty (20) days prior to the date set for redemption, redeem the Preferred Stock, in whole or in part, at the Redemption Price hereinafter specified; provided that upon the death or disability of a holder of Preferred Stock, the Company's right to redeem Preferred Stock shall apply only to the shares then owned of record by such holder.

(c) Redemption Notice. The Company shall, not less than twenty (20) days prior to the Payment Date for an optional redemption pursuant to Section 3(b), give written notice to each holder of record of shares of Preferred Stock that the Company has determined to exercise its optional redemption rights hereunder. This notice shall state the number of then-outstanding shares of Preferred Stock to be redeemed, the Redemption Price, including the amount of dividends included in such price and the calculation thereof, the Payment Date and the time, place and manner in which the holder is to surrender to the Company the certificate or certificates representing the shares of Preferred Stock to be redeemed. "Payment Date" shall mean the date set by the Company with respect to an optional redemption for payment of the Redemption Price.

(d) Redemption at Option of Holder. At any time on or after January 2, 2020, each holder of Preferred Stock shall have the right, but not the obligation, to require the Company to purchase all, but not part, of the shares of Preferred Stock then held by such holder by written

notice to the Company by such holder (a "Put"). Upon receipt of a notice from a holder of the exercise of such holder's Put, the Company shall give prompt written notice to the other holders of Preferred Stock. Upon due notice of the exercise of a Put, the Company shall purchase the shares of Preferred Stock of the holder exercising the Put, and the shares of Preferred Stock of each other holder giving notice of its desire to participate pursuant to Section 3(e) below, at the Redemption Price. Within twenty (20) days after the determination of the Redemption Price and upon surrender of the certificates representing shares of Preferred Stock that are subject to redemption pursuant to this Section 3(d), the Company shall pay to the applicable holders an amount in cash equal to the Redemption Price multiplied by the total number of shares of Preferred Stock then being purchased.

(e) Holders Participating in Put. If at any time a holder exercises its Put, then each other holder of Preferred Stock shall have the right, but not the obligation, to require that the Company purchase the shares of Preferred Stock held by such other holder. Following receipt of notice from the Company pursuant to Section (d) above that a holder has given notice of its exercise of its Put, each other holder of Preferred Stock shall have twenty (20) days within which to provide written notice to the Company of such holder's desire to participate. The Company shall not purchase any Preferred Stock of the holder exercising its Put until (i) each other holder of Preferred Stock shall have either (a) given notice to the Company stating such holder's desire to participate or (b) indicated to the Company such holder's intention not to participate or (ii) the 20-day time period within which such right must be exercised shall have expired.

(f) Redemption Price. In all events, the Redemption Price of the Preferred Stock (the "Redemption Price") shall be an amount per share equal to the then stated value of the Preferred Stock (initially \$100 per share) plus the amount of all accrued and unpaid dividends thereon, whether or not earned or declared, to and including the Payment Date.

(g) Payment of Redemption Price and Surrender of Stock. On the Payment Date, the Redemption Price of the Preferred Stock shall be paid to the holders of the Preferred Stock. On or before the Payment Date, each holder of shares of Preferred Stock to be redeemed shall surrender the certificate or certificates representing such shares to the Company, duly endorsed, together with such other instruments as the Company may reasonably require to insure that such shares of Preferred Stock are duly and validly transferred to the Company, free of all Liens, and on the Payment Date the Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be canceled and retired. Upon the redemption of less than all of the then-outstanding shares of Preferred Stock, upon the surrender to the Company of a certificate or certificates representing shares of Preferred Stock to be redeemed and payment by the Company of the Redemption Price, the Company shall issue to the holder thereof a certificate representing any shares of Preferred Stock not redeemed but represented by the certificate or certificates surrendered.

(h) Failure to Repurchase Preferred Stock upon Exercise of Put. In the event holders of at least twenty percent (20%) of the outstanding Preferred Stock request redemption of such Preferred Stock pursuant to Section 3(d) above and funds of the Company available for repurchase of such securities are insufficient to repurchase all of the shares of Preferred Stock subject

to the Put, or if the Company for any reason whatsoever refuses to purchase such shares of Preferred Stock, those funds that are legally available for repurchase will be used to repurchase the maximum possible number of shares of Preferred Stock ratably among the holders participating in the Put. Further, upon such a failure to redeem the Preferred Stock, the Board shall be automatically increased by a number equal to the then number of Directors plus one (1). The vacancies created by this increase shall be filled by the affirmative vote of holders of Preferred Stock subject to the Put but remaining unredeemed. At the earliest time thereafter as additional funds of the Company are legally available for the repurchase of Preferred Stock, such funds will be immediately used to repurchase the balance of the Preferred Stock subject to the Put. Until such shares of Preferred Stock are redeemed in full, the holders of Preferred Stock shall continue to appoint the majority of the Board of Directors as specified above. Any directors elected by the holders of Preferred Stock pursuant to this Section 3(h) may be removed or replaced only by a vote of such holders of Preferred Stock. Upon the redemption in full of all shares of Preferred Stock subject to the Put, the directors elected pursuant to this Section 3(h) shall be automatically removed and the number of directors shall be returned to that number immediately preceding such increase.

Section 4. Voting Rights.

Except as required by law and as specifically provided herein, the entire voting power of the Company shall be vested in the holders of the shares of Common Stock and the holders of the shares of Preferred Stock shall have no voting power including, without limitation, with respect to any proposed increase or decrease of the aggregate number of authorized shares of Preferred Stock, shall not have the right to participate in any meeting of stockholders and shall not be entitled to any notice of any such meeting and shall not be considered stockholders for the purpose of any election, meeting, consent or waiver of notice, under the provisions of any law now in force or which may hereafter be enacted.

Section 5. Restrictions and Limitations. So long as any shares of Preferred Stock remain outstanding, the Company shall not, directly or indirectly, without the consent of the holders of a majority of the then-outstanding shares of Preferred Stock:

(a) Amend its Articles of Incorporation or amend or repeal its bylaws in any manner that would significantly and adversely affect the rights or preferences of the Preferred Stock;

(b) Liquidate or dissolve the Company;

(c) Permit the Company to be merged with or into, or consolidate with, any other entity or engage in any similar transaction as a result of which the shareholders of the Company shall own immediately following such merger, consolidation or other transaction less than 50% of the total voting power of the resulting entity, unless as a part of such merger, consolidation or other transaction the holders of Preferred Stock shall receive cash in an amount per share equal to the then full Liquidation Preference;

(d) Permit the Company to sell all or substantially all of the assets of the Company, unless as a part of such sale the holders of Preferred Stock shall receive cash in an amount per share equal to the then full Liquidation Preference; or

(e) Issue any additional shares of Preferred Stock after the initial issue date of Preferred Stock.

ARTICLE V. **Preemptive Rights**

Shareholders shall have no preemptive rights with respect to the capital stock or securities of the Company, and the Company from time to time may issue and sell shares of its capital stock of any class, may issue and grant rights and options to purchase shares of such capital stock and may issue and sell its bonds, notes, debentures and other securities convertible into stock of the Company without offering such shares, rights or options to purchase shares, bonds, notes, debentures or other securities (whether now or hereafter authorized) to the shareholders then holding shares of its capital stock.

ARTICLE VI. **Registered Office and Agent**

The street address of the initial registered office of the Company is Haskell Building, Jacksonville, Florida 32204, and the name of the initial registered agent of this Company at that address is Hans Tanzler, III.

ARTICLE VII. **Bylaws**

The initial bylaws of this Company shall be adopted by the directors. Bylaws may be adopted, altered, amended or repealed from time to time by either the shareholders or the directors.

ARTICLE VIII. **Restrictions on Transfer of Stock**

The shareholders may, by provision in the bylaws or by shareholder agreement, recorded in the minutebook, impose restrictions on the sale, transfer, or encumbrance of the stock of this Company.

ARTICLE IX. **Director Compensation**

The board of directors is hereby specifically authorized to make provision for reasonable compensation to its members for their services as directors, and to fix the basis and conditions upon

which such compensation shall be paid. Any director of the Company may also serve the Company in any other capacity and receive compensation thereof or in any form.

ARTICLE X.
Limitation of Liability

No director of the Company shall be personally liable to the Company or its shareholders for monetary damages for any action taken, or any failure to take any action, as a director, provided that this provision shall eliminate or limit the liability of a director only to the extent permitted from time to time by the Florida Business Corporation Act as amended from time to time, or any law governing such matters which replaces the Florida Business Corporation Act.

ARTICLE XI.
Indemnification

The board of directors is hereby specifically authorized to make provision for indemnification of directors, officers, employees and agents to the full extent permitted by law.

ARTICLE XII.
Amendment

This corporation reserves the right to amend or repeal any provision contained in these Amended and Restated Articles of Incorporation, and any right conferred upon the shareholders is subject to this reservation.

WITNESS, the execution hereof this 23rd day of December 1999, by the undersigned officer of Preston H. Haskell Company.

PRESTON H. HASKELL COMPANY

By: _____

President

Attest:

By: _____

Secretary