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Heartwood Holdings Inc.

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<input checked="" type="checkbox"/>	Amendment
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<input type="checkbox"/>	Change of Registered Agent
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OTHER FILINGS	
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Amended & Restated

- ☐ Certificate of FICTITIOUS NAME
☐ FICTITIOUS NAME SEARCH
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RECEIVED
98 JUL 30 AM 11:41
DIVISION OF CORPORATION

Ordered By:

Joe 7/31

Date:



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

July 30, 1998

UCC FILING & SEARCH SERVICES

TALLAHASSEE, FL

SUBJECT: HEARTWOOD HOLDINGS, INC.
Ref. Number: M90759

*resubmitted
Please back date*

We have received your document for HEARTWOOD HOLDINGS, INC. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

*Thank
you!*

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation/limited liability company"); and the registered agent's signature.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6908.

Teresa Brown
Corporate Specialist

Letter Number: 598A00040102

RECEIVED
98 JUL 31 AM 8:23
DIVISION OF CORPORATION

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
HEARTWOOD HOLDINGS, INC.**

FILED
98 JUL 30 PM 12:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Sections 607.1003, 607.1006 and 607.1007 of the Florida Business Corporation Act, HEARTWOOD HOLDINGS, INC., a Florida corporation (the "Corporation"), hereby certifies that these Amended and Restated Articles of Incorporation, which contain amendments requiring shareholder approval, were duly adopted by the Board of Directors of the Corporation and by the sole shareholder of the Corporation entitled to vote thereon by written consent without a meeting, pursuant to Section 607.0704 of the Florida Business Corporation Act, on June 30, 1998.

ARTICLE I

NAME AND ADDRESS

The name of this Corporation is Heartwood Holdings, Inc. The address of the principal office and the mailing address of the Corporation is 1750 East Sunrise Boulevard, Fort Lauderdale, Florida 33304.

ARTICLE II

POWERS

This Corporation shall have all of the corporate powers enumerated in the Florida Business Corporation Act and is organized for the purpose of transacting any and all lawful business and conducting any and all lawful activities permitted by the laws of the State of Florida.

ARTICLE III

TERM OF EXISTENCE

This Corporation shall have perpetual existence unless sooner dissolved in accordance with the laws of the State of Florida.

ARTICLE IV
CAPITAL STOCK

SECTION 4.1 **Authorized Shares.** The total number of shares of capital stock which this Corporation shall have authority to issue is 11,500, consisting of 10,000 shares of a class designated "Common Stock", par value \$.05 per share, and 1,500 shares of a class designated "Preferred Stock", par value \$.05 per share. The preferences, limitations, privileges, restrictions and relative rights granted to and imposed upon the Common Stock and Preferred Stock are set forth below in this Article IV.

SECTION 4.2 **Definitions.** As used in these Articles of Incorporation, the following terms shall have the following meanings unless the context otherwise requires:

"Accumulated Dividends" shall have the meaning set forth in Section 4.3(b).

"Beneficial Ownership" shall mean ownership of Common Stock or Preferred Stock by a Person who is or would be treated as an owner of such shares of Common Stock or Preferred Stock either directly or constructively through the application of Section 544 of the Code, as modified by Section 856(h)(1)(B) of the Code. The terms "Beneficial Owner," "Beneficially Owns" and "Beneficially Owned" shall have the correlative meanings.

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

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Constructive Ownership" shall mean ownership of shares of Common Stock or Preferred Stock by a Person who is or would be treated as an owner of such shares of Common Stock or Preferred Stock either directly or constructively through the application of Section 318 of the Code as modified by Section 856(d)(5) of the Code. The terms "Constructive Owner," "Constructively Owns" and "Constructively Owned" shall have the correlative meanings.

"Liquidation Preference" shall have the meaning set forth in Section 4.4(b).

"Market Price" shall mean in the case of Common Stock the net asset value per share of Common Stock as determined in good faith by the Board of Directors and in the case of Preferred Stock an amount equal to the Liquidation Preference of the Preferred Stock.

"Person" shall mean an individual, corporation, limited partnership, limited liability company, general partnership, joint stock company or association, joint venture, association, consortia, company, trust, bank, trust company, land trust, common law trust, business trust, or other entity and governments and political subdivisions thereof.

"REIT" shall mean a Real Estate Investment Trust under Section 856 of the Code.

"REIT Provisions of the Code" shall mean Sections 856 through 859 of the Code and any successor or other provisions of the Code relating to real estate investment trusts (including provisions as to the attribution of ownership of beneficial interests therein) and the Treasury Regulations promulgated thereunder.

"Shareholders" shall mean holders of record of outstanding shares of Common Stock and Preferred Stock of the Corporation.

"Transfer" shall mean any sale, transfer, gift, assignment, devise or other disposition of Common Stock or Preferred Stock, including without limitation, (i) the granting of any option or entering into any agreement, for the sale, transfer or other disposition of Common Stock or Preferred Stock or (ii) the sale, transfer, assignment or other disposition of any securities or rights convertible into or exchangeable for Common Stock or Preferred Stock, whether voluntary or involuntary, whether of record or beneficially and whether by operation of law or otherwise.

SECTION 4.3 Dividend Rights.

(a) Common Stock. The holders of shares of Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors of the Corporation, out of the assets of the Corporation legally available therefor, such dividends or other distributions in cash, in property or in securities of the Corporation, subject to the dividends payable to the holders of Preferred Stock as provided in Section 4.3(b).

(b) Preferred Stock. The holders of shares of Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors of the Corporation, out of the assets of the Corporation legally available therefor, cash dividends at a rate of \$40 per share per annum in preference and in priority over dividends upon the Common Stock. Dividends on each share of Preferred Stock shall accumulate, whether or not earned or declared, from the date of issuance. Any accumulation of dividends on the Preferred Stock shall not bear interest. The term "accumulated dividends" as used herein shall mean accrued and unpaid dividends on the Preferred Stock. The holders of Preferred Stock shall not be entitled to any dividends other than the cash dividends provided for in this Section 4.3(b). No cash dividend shall be declared or paid on the Common Stock when the Corporation has failed to pay an annual dividend on the Preferred Stock for the current or any preceding year.

SECTION 4.4 Rights Upon Liquidation.

(a) Common Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, each holder of shares of Common Stock shall be entitled to receive, ratably with each other holder of Common Stock, that portion of the assets of the Corporation available for distribution to its Shareholders as the number of shares of Common Stock

held by such holder bears to the total number of shares of Common Stock then outstanding, subject to the Liquidation Preference of the holders of Preferred Stock as provided in Section 4.4(b).

(b) Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, each holder of shares of Preferred Stock shall be entitled to receive out of the assets of the Corporation before any payment or declaration and setting apart for payment of any amount shall be made in respect of the Common Stock an amount equal to \$500 per share, plus an amount per share equal to all declared but unpaid dividends thereon (the "Liquidation Preference"). If upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the assets to be distributed to the holders of the Preferred Stock shall be insufficient to permit the payment of the Liquidation Preference, then all of the net assets of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation, available for distribution to the Shareholders shall be distributed ratably (per share) to the holders of the Preferred Stock. After payment in full of the Liquidation Preference, the holders of the Preferred Stock shall not be entitled to participate with the holders of the Common Stock in the distribution of any remaining net assets of the Corporation.

SECTION 4.5 Voting Rights.

(a) Common Stock. The holders of shares of Common Stock shall exclusively possess all voting power. Each holder of shares of Common Stock shall be entitled to one vote for each share of Common Stock held.

(b) Preferred Stock. The holders of shares of Preferred Stock shall not be entitled to vote.

(c) Written Consent of Shareholders in Lieu of Meeting. As provided in the Florida Business Corporation Act, any action that is required or permitted to be taken at a meeting of the Shareholders may be taken without a meeting, without prior notice, and without a vote if one or more consents in writing, setting forth the action so taken, shall be signed by holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize such action at a meeting at which all shares entitled to vote thereon were present and voted.

SECTION 4.6 Procedures for Transfer of Common Stock and Preferred Stock.

Subject in all respects to the restrictions and prohibitions set forth in Section 4.7, any Person who acquires or attempts to acquire shares shall immediately give written notice to the Corporation of such event and shall file with the Corporation an affidavit setting forth the number of shares of Common Stock or Preferred Stock (1) directly owned, (2) Constructively Owned, and (3) Beneficially Owned by the Person filing the affidavit. The affidavit to be filed with the Corporation shall set forth all information required to be reported in returns filed by Shareholders under Treasury Regulation Section 1.857-9 issued under the Code or similar provisions of any successor regulation. The affidavit, or an amendment thereto, shall be filed with the Corporation within 10 days after demand therefor and at least 15 days prior to any Transfer.

SECTION 4.7 Transfer Restrictions.

(a) "100 Shareholders" Restriction. Any Transfer that, if effective, would result in the Common Stock and Preferred Stock being beneficially owned by less than 100 Persons (determined without reference to any rules of attribution) shall be void ab initio as to the Transfer of such shares of Common Stock or Preferred Stock which would be otherwise beneficially owned by the transferee; and the intended transferee shall acquire no rights in such shares of Common Stock or Preferred Stock.

(b) "Closely Held" Restriction. Any Transfer that, if effective, would result in the Corporation being "closely held" within the meaning of Section 856(h) of the Code shall be void ab initio as to the Transfer of the shares of Common Stock or Preferred Stock which would cause the Corporation to be "closely held" within the meaning of Section 856(h) of the Code; and the intended transferee shall acquire no rights in such shares of Common Stock or Preferred Stock.

(c) "Domestically Controlled" Restriction. Any Transfer that, if effective, would result in the Corporation not being a "domestically controlled REIT" within the meaning of Section 897(h)(4)(B) of the Code shall be void ab initio as to the Transfer of the shares of Common Stock or Preferred Stock which would cause the Corporation to not be a "domestically controlled REIT" within the meaning of Section 897(h)(4)(B) of the Code; and the intended transferee shall acquire no rights in such shares of Common Stock or Preferred Stock.

(d) General REIT Preservation Restriction. Any Transfer that, if effective, would result in the termination of the status of the Corporation as a real estate investment trust under the REIT Provisions of the Code shall be void ab initio as to the Transfer of the shares of Common Stock or Preferred Stock which would result in the termination of the status of the Corporation as a real estate investment trust under the REIT Provisions of the Code; and the intended transferee shall acquire no rights in such shares of Common Stock or Preferred Stock.

(e) Preferred Stock Transfer Restriction.

(1) *General Restrictions and Procedures.* No holder of Preferred Stock may sell, give, transfer, pledge or otherwise dispose of or encumber any of his Preferred Stock to any Person without the prior written consent of the Secretary of the Corporation unless such holder of Preferred Stock desiring to make the transfer or encumbrance shall have first made an offer to sell to the Corporation as hereinafter described and such offer shall not have been accepted by the Corporation in its entirety.

(2) *Offer by Shareholder.* If any holder of Preferred Stock (a "Selling Shareholder") desires to sell, give, transfer, pledge or otherwise dispose of or encumber any of his Preferred Stock to any Person he shall first make an offer to sell all of such shares that he desires to sell, give, transfer, pledge or otherwise dispose of or encumber (but not less than all of such shares) to the Corporation for the purchase price per share and on the terms hereinafter set forth. Such offer

shall be in writing and shall specify the nature of the sale, gift, transfer, pledge or encumbrance in which the Selling Shareholder desires to engage, including the name or names of the other party or parties to such proposed transaction and the terms thereof, including the purchase price and payment terms, if any, and shall have attached a written copy of the proposed offer to or from the other party or parties to the proposed transaction. The Corporation shall accept or reject the offer in writing within thirty (30) days after receipt thereof.

(3) *Purchase Price and Terms.* The purchase price and terms of payment set forth in any offer by a Selling Shareholder under Section 4.7(e)(2) shall be identical to any offer given or received by such Selling Shareholder to or from a proposed third-party purchaser except that if the consideration to be paid to the Selling Shareholder by such proposed third-party purchaser consists in whole or in part of property (rather than cash), the Corporation may transfer cash or other property of similar kind to the Selling Shareholder in payment for his shares of Preferred Stock. The purchase price per share payable by the Corporation pursuant to the offer shall be an amount equal to the lesser of (i) the purchase price set forth in the offer by the Selling Shareholder and (ii) the Liquidation Preference of the Preferred Stock. If a Selling Shareholder desires to pledge, give or otherwise encumber his shares of Preferred Stock, or make such other transfer or conveyance for which there does not exist an offer by a third-party purchaser that contains purchase price and payment terms, then the purchase price for each share of Preferred Stock sold pursuant to Section 4.7(e)(2) shall be equal to the Liquidation Preference of the Preferred Stock. However, in no event will the Corporation have any obligation to purchase the Shares.

(4) *Closing of Purchase.* If the shares of Preferred Stock included in the offer made by the Selling Shareholder pursuant to Section 4.7(e)(2) are accepted by the Corporation for purchase, then such shares shall be sold by the Selling Shareholder to the Corporation. The closing of the purchase shall take place at the principal office of the Corporation or at such other place as the parties may agree, not more than thirty (30) days after the date of the notice of the Corporation's acceptance of any offer. The purchase price for all shares of Preferred Stock sold pursuant to Section 4.7(e)(2) hereof shall be paid in accordance with the terms of payment determined as set forth above. The Selling Shareholder shall represent and warrant to the Corporation that he is conveying to them such shares, with full warranties of title, free and clear of any claims, options, charges, encumbrances or rights of others, except as may be created by these Articles of Incorporation.

SECTION 4.8 Remedies for Breach of Transfer Restrictions. If the Board of Directors or its designees shall at any time determine in good faith that a Transfer has taken place in violation of Section 4.7 or that a Person intends to acquire or has attempted to acquire Beneficial Ownership (determined without reference to any rules of attribution) or Constructive Ownership of any shares of the Corporation in violation of Section 4.7, such Transfer, pledge or encumbrance shall be void ab initio and the Board of Directors or its designees shall take such actions as it or any of its designees deems advisable to refuse to give effect to or to prevent such Transfer, including, but not limited to, refusing to give effect to such Transfer on the books of the Corporation or instituting proceedings to enjoin such Transfer.

SECTION 4.9 Remedies Not Limited. Nothing contained in this Article IV shall limit the authority of the Board of Directors to take such other action as it deems necessary or advisable to protect the Corporation and the interest of its Shareholders by preservation of the Corporation's status as a real estate investment trust under the REIT provisions of the Code.

SECTION 4.10 Ambiguity. In the case of any ambiguity in the application of any of the provisions of this Article IV, or any definition contained in Section 4.2, the Board of Directors shall have the power to conclusively determine the application of such provisions with respect to any situation based on the facts known to it.

SECTION 4.11 Legend. Each certificate for Common Stock and Preferred Stock shall bear the following legend:

"The shares of Common Stock or Preferred Stock represented by this certificate are subject to certain restrictions on transfer including those for the purpose of the Corporation's maintenance of its status as a real estate investment trust under the Internal Revenue Code of 1986, as amended. Any Person who attempts to Beneficially Own or Constructively Own shares of Common Stock or Preferred Stock in violation of such restrictions must immediately notify the Corporation. Capitalized terms in this legend have the meanings defined in the Corporation's Articles of Incorporation, a copy of which, including the restrictions on transfer, will be sent without charge to each Shareholder who so requests. If the restrictions on transfer are violated, any such transfer shall be void ab initio.

The shares represented by this certificate have been acquired for investment and have not been registered under the Securities Act of 1933 or any applicable state securities laws. Such shares may not be sold or transferred in the absence of such registration or an opinion of counsel satisfactory to the Corporation that such registration is not required by said acts or laws."

SECTION 4.12 Owners Required to Provide Information.

(a) Every Beneficial Owner of more than 5.0% (or such other percentage, between 0.5% and 5.0%, as may be required from time to time by the Treasury Regulations) of the outstanding Common Stock or Preferred Stock of the Corporation shall, within 30 days after January 1 of each year, give written notice to the Corporation stating the name and address of such Beneficial Owner, the number of shares Beneficially Owned, and description of how such shares are held. Each such Beneficial Owner shall provide to the Corporation such additional information as the Corporation may request in order to determine the effect, if any, of such Beneficial Ownership on the Corporation's status as a REIT.

(b) Each Person who is a Beneficial Owner or Constructive Owner of Common Stock or Preferred Stock and each Person (including the Shareholder of record) who is holding Common Stock or Preferred Stock for a Beneficial Owner or Constructive Owner shall provide to the Corporation such information that the Corporation may request, in good faith, in order to determine the Corporation's status as a REIT.

ARTICLE V

REGISTERED OFFICE AND AGENT

The street address of the registered office of the Corporation is 1750 East Sunrise Boulevard, Fort Lauderdale, Florida 33304, and the name of the registered agent of this Corporation at that address is Jean Carvalho.

ARTICLE VI

BOARD OF DIRECTORS

This Corporation shall have at least one (1) Director. The number of directors may be either increased or diminished from time to time by the By-Laws, but shall never be less than one (1).

ARTICLE VII

AMENDMENTS TO ARTICLES OF INCORPORATION AND BY-LAWS

This Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation or any amendments hereto and any right conferred upon the shareholders is subject to this reservation. Further, the power to adopt, alter, amend or repeal By-Laws shall be vested in the Board of Directors and the shareholders of this Corporation.

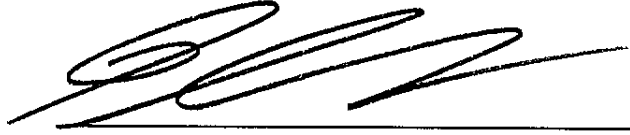
ARTICLE VIII

INDEMNIFICATION

This Corporation shall indemnify any director or officer, or any former director or officer of the Corporation, to the full extent permitted by law.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation this 28th day of July, 1998.

HEARTWOOD HOLDINGS, INC.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a solid horizontal line.

Frank V. Grieco
President

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