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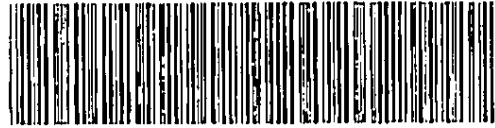
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2018 SEP 24 AM 8:40
SECRETARY OF STATE
TALLAHASSEE, FL

SEP 27 2018

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TO: Amendment Section

Division of Corporations

Date 05th day of November 2018

NAME OF CORPORATION: SAVYON GROUP, INC _____

DOCUMENT NUMBER: _____ P15000078433 _____

The enclosed *Articles of Amendment* and fee are submitted for filing.
Please return all correspondence concerning this matter to the following:

Lucien Virgelin
Name of Contact Person _____

Firm/ Company
3340 Ne 190 St Suite 402

Address
Aventura Florida 33180

City/ State and Zip Code info@savyongroup.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call: Lucien Virgelin

Name of Contact Person at (786) 201-0137 _____
Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

☐ \$35 Filing Fee

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment to

ARTICLES OF AMENDMENT AND RESTATEMENT
OF
SAVYON GROUP, INC.

FILED
2018 SEP 24 AM 8:40
SECRETARY OF STATE
TALLAHASSEE, FL

The Amended and Name change Articles of Incorporation of the Corporation are as follows:

FIRST: SAVYON GROUP, Inc., a Florida corporation (the "Corporation"), desires to amend and restate its charter (the "Charter") as currently in effect and as hereinafter amended. The following provisions are all the provisions of the Charter currently in effect and as hereinafter amended:

ARTICLE I

NAME

Section 1.01. *Name.* The name of the Corporation shall be SAVYON TRUST GROUP, INC.

The principal office of the Corporation shall be located at. The registered office of the Corporation shall be located 3340 NE 190 Street, Suite 402 Doral, FL 33180, whereby the registered agent shall be Lucien Virgelin. The Corporation may have other offices as the Board of Directors may designate or as the business of the Corporation may require from time to time.

ARTICLE II

PRINCIPAL OFFICE IN STATE AND RESIDENT AGENT

SECTION I. Annual Meeting.

The annual meeting of the shareholders shall be held on the 15th day in the month of September in each year, beginning with the year 2021, at the hour of 14:00 EST for the purpose of electing Directors and or for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday and or fall on a weekend, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any

annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as conveniently may be.

SECTION 2. Special Meeting.

Special meeting of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President at the request of the holders of not less than percent (51%) of all the outstanding shares of the Corporation entitled to vote at the meeting.

SECTION 3. Place of Meeting.

The Board of Directors may designate any place, either within or without the State of Florida, unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of Florida, unless otherwise prescribed by statute, as the place for holding of such meeting. If no designation is made, the place of meeting shall be the principal office of the Corporation.

meeting. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of Florida, unless otherwise prescribed by statute, as the place for holding of such meeting. If no designation is made, the place of meeting shall be the principal office of the Corporation.

ARTICLE III

PURPOSE

The purposes for which the Corporation is formed are to engage in any lawful act or activity (including, without limitation or obligation, engaging in business as a real estate investment trust under the Internal Revenue Code of 1986, as amended, or any successor statute (the "*Code*")) for which corporations may be organized under the laws of the State of Florida as now or hereafter in force. For purposes of the charter of the Corporation (as in effect from time to time, the "*Charter*"), "*REIT*" means a real estate investment trust under Sections 856 through 860 of the Code.

SECTION 5. Voting List.

The officer or agent having charge of the stock transfer books for shares of the Corporation shall make a complete list of the shareholders entitled to vote at each meeting of shareholders or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each. Such list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting for the purposes thereof.

SECTION 6. Quorum.

A majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

SECTION 7. Proxies.

At all meetings of shareholders, a shareholder may vote in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. A meeting of the Board of Directors may be had by means of a telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other, and participation in a meeting under such circumstances shall constitute presence at the meeting.

SECTION 8. Voting of Shares.

Each outstanding Preferred Z Class share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders.

ARTICLE IV

STOCK

The amount of the total capital stock the Corporation is authorized to issue is Twelve Billion Five Hundred Million (12,500,000,000) shares consisting of Twelve Billion (12,000,000,000) shares of common stock, par value \$0.0001 per share ("Common Stock"), and Five Hundred Million (500,000,000) shares of preferred "Z" Stock, par value \$0.01 per share ("Preferred "Z" Stock"), and Five Hundred Million (500,000,000) shares of preferred "Z" Stock, par value \$0.0001 per share ("Preferred "Z" Stock").

Except as otherwise provided by law, the shares of stock of the Corporation, regardless of class, may be issued by the Corporation from time to time in such amounts, for such consideration and for such corporate purposes as the Board of Trustees and Directors of the Corporation (the "Board") may from time to time determine. The designations of the Preferred Stock and the powers, preferences, qualifications, limitations or restrictions, and relative rights thereof shall be as follows:

SECTION 1. Preferred "Z" Stock.

Authorized Shares: The total number of Preferred "Z" Stock which the Corporation shall have authority to issue is Five Hundred Million (500,000,000) shares with a par value of \$0.01.

SECTION 2. Common Stock.

Twelve Billion (12,000,000,000) shares of Common Stock having a par value of \$0.001 per share. Holders of Common Stock are entitled to receive ratably such dividends, if any, as may be declared by the Board of Trustees and Directors, out of funds legally available therefor, subject to any preferential dividend rights of outstanding Preferred Stock. The holders of Common Stock have no preemptive, no voting, subscription, redemption or conversion rights.

The business and affairs of the Corporation shall be managed by its Board of Trustees and Board of Trustees and Directors...

. Number, Trustees and Qualifications.

The number of Trustees and Directors of the Corporation shall be fixed by the Board of Trustees and Directors., but in no event shall be less than two (2). Each

director shall hold office until the next annual meeting of shareholders and until his successor shall have been elected and qualified.

Regular Meetings.

A regular meeting of the Board of Trustees and Directors. shall be held on the 5th day in the month of September in each year, beginning in the year 2021, at 14:00 EST. The Board of Trustees and Directors. may provide, by resolution, the time and place for the holding of additional regular meetings without notice other than such resolution.

Special Meetings.

Special meetings of the Board of Trustees and Directors. may be called by or at the request of the President, Chairman or any two (2) Trustees and Directors... The person or persons authorized to call special meetings of the Board of Trustees and Directors. may fix the place for holding any special meeting of the Board of Trustees and Directors. called by them

Section 4.02. Common Stock.

(a) Voting Rights. Subject to the provisions of Section 4.05 and except as may otherwise be specified in the Charter, each share of Common Stock shall entitle the holder thereof to one vote, and the holders of shares of Common Stock shall vote as one class, on all matters submitted to a vote of shareholders of the Corporation.

(b) Dividends. Subject to applicable law and the rights, if any, of the holders of any outstanding class or series of Preferred Stock or any other class or series of stock having a preference over or the right to participate with the Common Stock with respect to the payment of dividends, dividends may be declared and paid on the Common Stock out of the assets of the Corporation that are by law available therefor at such times and in such amounts as the Board in its discretion shall determine; *provided, however*, that if dividends are declared that are payable in shares of Common Stock or in rights, options, warrants or other securities convertible or exercisable into or exchangeable for shares of Common Stock, dividends shall be declared that are payable at the same rate on Common Stock and the dividends payable in shares of Common Stock or in rights, options, warrants or other securities convertible or exercisable into or exchangeable for shares of Common Stock shall be payable to holders of Common Stock

(c) Liquidation, Dissolution or Winding Up. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation and of the preferential and other amounts, if any, to which the holders of Preferred Stock shall be entitled, the holders of all outstanding shares of Common Stock shall be entitled to receive, on a pro rata basis, the remaining assets of the Corporation available for distribution ratably in proportion to the number of shares held by each such stockholder.

(d) Unissued Shares. The Board may, by articles supplementary, classify or reclassify any unissued shares of Common Stock from time to time, into one or more classes or series of stock, by setting or changing the preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications, or terms or conditions of redemption of such shares.

(e) Certain Definitions. As used in the Charter:

(i) "Person" or "person" means any individual, firm, corporation, partnership, limited liability company, trust, joint venture or other enterprise or entity.

(ii) Each of the terms "include", "includes" and "including" shall be construed as if followed by the phrase "without limitation".

(iii) "IPO" means the initial public offering of any of the Shares by the Corporation.

Section 4.03. Preferred Stock.

(a) . ***Preferred "Z" Stock.***

Authorized Shares: The total number of Preferred "Z" Stock which the Corporation shall have authority to issue is Five Hundred Million (500,000,000) shares with a par value of \$0.001.

Issuance of Preferred Stock: The Board of Trustees and Directors, is hereby authorized from time to time, without stockholder action, to provide for the issuance of Preferred "Z" Stock in one or more series not exceeding in the aggregate the number of Preferred "Z" Stock authorized by these Articles of Incorporation, as amended from time to time. Holders of Preferred "Z" Stock are entitled to receive ratably such dividends, if any, as may be declared by the Board of Trustees and Directors, out of funds legally available therefor, subject to any preferential dividend rights of outstanding Preferred "Z" Stock. The holders of Preferred "Z" Stock have no preemptive, no voting, subscription, redemption or conversion rights.

Conversion. Each share of Series "Z" Preferred Stock can be converted into the 2 shares of common stock of the Company at any time at the option of the holders of the Series "Z" Preferred Stock. On or before the date of conversion, the converting holder of Series "Z" Preferred Stock shall surrender his or its certificate or certificates for all such shares to the Company at the place designated in such notice and shall thereafter receive certificates for the number of Common Stock to which such holder is entitled pursuant to this Section. On the date of conversion, all rights with respect to the Series "Z" Preferred Stock so converted will terminate, except only the rights of the holders thereof, upon surrender of their certificate or certificates therefore, to receive certificates for the number of Common Stock into which such Series "Z" Preferred Stock has been converted. If so required by the Company, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Company, duly executed by the registered holder or by his attorneys duly authorized in writing. All certificates evidencing Series "Z"

Preferred Stock which are required to be surrendered for conversion in accordance with the provisions hereof shall, from and after the date such certificates are so required to be surrendered, be deemed to have been retired and cancelled and the Series "Z" Preferred Stock represented thereby converted into Common Stock for all purposes, notwithstanding the failure of the holder or holders thereof to surrender such certificates on or prior to such date. As soon as practicable after the date of such conversion and the surrender of the certificate or certificates for Series "Z" Preferred Stock as aforesaid, the Company shall cause to be issued and delivered to such holder, or on his or its written order, a certificate or certificates for the number of full Common Stock issuable on such conversion in accordance with the provisions hereof."

Section 4.04. Reorganization or Merger. In the case of any reorganization, share exchange, consolidation, conversion or merger of the Corporation with or into another person in which shares of Common Stock are converted into (or entitled to receive with respect thereto) shares of stock and/or other securities or property (including cash), each holder of a share of Common Stock shall be entitled to receive with respect to each such share the same kind and amount of shares of stock and other securities and property (including cash).

Section 4.05. Restrictions on Ownership and Transfer.

(a) Definitions. For purposes of this Section 4.05, the following terms shall have the following meanings:

(i) "Aggregate Share Ownership Limit" means not more than 9.8% in value of the aggregate of the outstanding Shares and not more than 9.8% (in value or in number of shares, whichever is more restrictive) of any class or series of Common Stock.

(ii) "Beneficial Ownership" means ownership of Shares by a Person, whether the interest in the Shares is held directly or indirectly (including by a nominee), and shall include interests that would be treated as owned 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 meanings correlative thereto.

(iii) "Business Day" means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which banking institutions in Aventura are authorized or required by law, regulation or executive order to close.

(iv) "Charitable Beneficiary" means one or more beneficiaries of the Trust as determined pursuant to Section 4.05(c)(vi), provided that each such organization must be described in Section 501(c)(3) of the Code and contributions to each such organization must be eligible for deduction under each of Sections 170(b)(1)(A), 2055 and 2522 of the Code.

(v) "Constructive Ownership" means ownership of Shares by a Person, whether the interest in the Shares is held directly or indirectly (including by a nominee) and shall include

interests that would be treated as owned through the application of Section 318(a) of the Code, as modified by Section 856(d)(5) of the Code. The terms "Constructive Owner", "Constructively Owns" and "Constructively Owned" shall have meanings correlative thereto.

(vi) "Excepted Holder" means a Stockholder for whom an Excepted Holder Limit is created by the Charter or by the Board pursuant to Section 4.05(b)(vii) .

(vii) "Excepted Holder Limit" means, provided that the affected Excepted Holder agrees to comply with the requirements established by the Board pursuant to Section 4.05(b)(vii), and subject to adjustment pursuant to Section 4.05(b)(viii), the percentage limit established by the Board pursuant to Section 4.05(b)(vii) .

(viii) "Listing" means the listing of any of the Common Stock on a national securities exchange or the trading of any of the Common Stock in the over-the-counter market. The term "Listed" shall have a correlative meaning. Upon such Listing, such shares of Common Stock shall be deemed Listed.

(ix) "Market Price" on any date means, with respect to a Share of any class or series of outstanding Shares, the Closing Price for such a Share on such date. The "Closing Price" on any date shall mean the last sale price for such a Share, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, for such a Share, in either case as reported on the principal national securities exchange on which such Shares are Listed or admitted to trading or, if such Shares are not Listed or admitted to trading on any national securities exchange, the last quoted price, or, if not so quoted, the average of the high bid and low asked prices in the over-the-counter market, as reported by the Financial Industry Regulatory Authority, Inc. Automated Quotation System for such a Share or, if such system is no longer in use, the principal other automated quotation system that may then be in use or, if such Shares are not quoted by any such system, the average of the closing bid and asked prices for such a Share as furnished by a professional market maker making a market in such Shares selected by the Board or, if no trading price is available for such Shares, the fair market value of such a Share, as determined in good faith by the Board.

(x) "Prohibited Owner" means, with respect to any purported Transfer, any Person who, but for the provisions of Section 4.05(b)(i), would Beneficially Own or Constructively Own Shares, and if appropriate in the context, also means any Person who would have been the record owner of the Shares that the Prohibited Owner would have so owned.

(xi) "Restriction Termination Date" means the first day after the commencement of the IPO on which the Corporation determines pursuant to Section 6.01(g) that it is no longer in the best interests of the Corporation to attempt to, or continue to, qualify as a REIT or that compliance with the restrictions and limitations on Beneficial Ownership, Constructive Ownership and Transfers of Shares set forth herein is no longer required in order for the Corporation to qualify as a REIT.

(xii) "Transfer" means any issuance, sale, transfer, gift, assignment, devise or other disposition, as well as any other event that causes any Person to acquire Beneficial Ownership or Constructive Ownership, or any agreement to take any such actions or cause any such events, of

Shares or the right to vote or receive dividends on Shares, including (A) the granting or exercise of any option (or any disposition of any option), (B) any disposition of any securities or rights exercisable or convertible into or exchangeable for Shares or any interest in Shares or any exercise of any such exercise, conversion or exchange right, and (C) Transfers of interests in one or more other Persons that result in changes in Beneficial Ownership or Constructive Ownership of Shares; in each case, whether voluntary or involuntary, whether owned of record, Constructively Owned or Beneficially Owned and whether by operation of law or otherwise. The terms "Transferring" and "Transferred" shall have meanings correlative thereto.

(xiii) "Trust" means any trust provided for in Section 4.05(c)(i).

(xiv) "Trustee" means the Person unaffiliated with the Corporation and a Prohibited Owner that is appointed by the Corporation to serve as trustee of the Trust.

(b) Shares.

(i) Ownership Limitations. Prior to the Restriction Termination Date, but subject to Section 4.06:

(A) Basic Restrictions.

(1) No Person, other than an Excepted Holder, shall Beneficially Own or Constructively Own Shares in excess of the Aggregate Share Ownership Limit. No Excepted Holder Shall Beneficially Own or Constructively Own Shares in excess of the Excepted Holder Limit for such Excepted Holder.

(2) No Person shall Beneficially Own or Constructively Own Shares to the extent that such Beneficial or Constructive Ownership of Shares would result in the Corporation being "closely held" within the meaning of Section 856(h) of the Code (without regard to whether the ownership interest is held during the last half of a taxable year but otherwise not applying until September 15 of the second year for which the Corporation will file returns to be taxed as a REIT), or otherwise failing to qualify as a REIT (including Beneficial Ownership or Constructive Ownership that would result in the Corporation actually owning or Constructively Owning an interest in a tenant that is described in Section 856(d)(2)(B) of the Code if the income derived by the Corporation from such tenant would cause the Corporation to fail to satisfy any of the gross income requirements of Section 856(c) of the Code).

(3) Any Transfer of Shares that, if effective, would result in Shares being Beneficially Owned by less than 100 Persons (determined under the principles of Section 856(a)(5) of the Code) shall be void ab initio, and the intended transferee shall acquire no rights in such Shares.

(B) Transfer in Trust. If any Transfer of Shares occurs which, if effective, would result in any Person Beneficially Owning or Constructively Owning Shares in violation of Section 4.05(b)(i)(A)(1) or 4.05(b)(i)(A)(2),

(1) then that number of Shares the Beneficial Ownership or Constructive Ownership of which otherwise would cause such Person to violate Section 4.05(b)(i)(A)(1) or 4.05(b)(i)(A)(2) (rounded to the nearest whole share) shall be automatically Transferred to a Trust for the benefit of a Charitable Beneficiary, as described in Section 4.06(c), effective as of the close of business on the Business Day prior to the date of such Transfer, and such Person shall acquire no rights in such Shares; or

(2) if the Transfer to the Trust described in clause (1) of this Section 4.05(b)(i)(B) would not be effective for any reason to prevent the violation of Section 4.05(b)(i)(A)(1) or 4.05(b)(i)(A)(2), then the Transfer of that number of Shares that otherwise would cause any Person to violate Section 4.05(b)(i)(A)(1) or 4.05(b)(i)(A)(2) shall be void ab initio, and the intended transferee shall acquire no rights in such Shares.

(ii) Remedies for Breach. If the Board or any duly authorized committee thereof shall at any time determine in good faith that a Transfer or other event has taken place that results in a violation of Section 4.05(b)(i) or that a Person intends to acquire or has attempted to acquire Beneficial Ownership or Constructive Ownership of any Shares in violation of Section 4.05(b)(i) (whether or not such violation is intended), the Board or a committee thereof shall take such action as it deems advisable to refuse to give effect to or to prevent such Transfer or other event, including causing the Corporation to redeem Shares, refusing to give effect to such Transfer on the books of the Corporation or instituting proceedings to enjoin such Transfer or other event; *provided, however*, that any Transfer or attempted Transfer or other event in violation of Section 4.05(b)(i) shall automatically result in the Transfer to the Trust described above, and, where applicable, such Transfer (or other event) shall be void ab initio as provided above irrespective of any action (or non-action) by the Board or a committee thereof.

(iii) Notice of Restricted Transfer. Any Person who acquires or attempts or intends to acquire Beneficial Ownership or Constructive Ownership of Shares that will or may violate Section 4.05(b)(i)(A)(1) or 4.05(b)(i)(A)(2) or any Person who would have owned Shares that resulted in a Transfer to the Trust pursuant to the provisions of Section 4.05(b)(i)(B) shall immediately give written notice to the Corporation of such event, or, in the case of such a proposed or attempted transaction, give at least 15 days' prior written notice, and shall provide to the Corporation such other information as the Corporation may request in order to determine the effect, if any, of such Transfer on the Corporation's status as a REIT.

(iv) Owners Required to Provide Information. From the commencement of the IPO and prior to the Restriction Termination Date:

(A) at the request of the Corporation, every owner of more than 5% (or such lower percentage as required by the Code or the Treasury Regulations

promulgated thereunder) of the outstanding Shares, within 30 days after the end of each taxable year, shall give written notice to the Corporation stating the name and address of such owner, the number of Shares Beneficially Owned and a description of the manner in which such Shares are held. Each such 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 and to ensure compliance with the Aggregate Share Ownership Limit; and

(B) each Person who is a Beneficial Owner or a Constructive Owner of Shares and each Person (including the stockholder of record) who is holding Shares for a Beneficial Owner or a Constructive Owner shall provide to the Corporation such information as the Corporation may request, in good faith, in order to determine the Corporation's status as a REIT and to comply with requirements of any taxing authority or governmental authority or to determine such compliance.

(v) Remedies Not Limited. Subject to Section 6.01(g), nothing contained in this Section 4.05(b)(v) shall limit the authority of the Board to take such other action as it deems necessary or advisable to protect the Corporation and the interests of its stockholders in preserving the Corporation's status as a REIT.

(vi) Ambiguity. In the case of an ambiguity in the application of any of the provisions of this Section 4.05(b), Section 4.05(c), or any definition contained in Section 4.05(a), the Board shall have the power to determine the application of the provisions of this Section 4.05(b) or Section 4.05(c) or any such definition with respect to any situation based on the facts known to it. If Section 4.05(b) or Section 4.05(c) requires an action by the Board and the Charter fails to provide specific guidance with respect to such action, the Board shall have the power to determine the action to be taken so long as such action is not contrary to the provisions of this Section 4.05. Absent a decision to the contrary by the Board (which the Board may make in its sole and absolute discretion), if a Person would have (but for the remedies set forth in Section 4.05(b)(ii)) acquired Beneficial Ownership or Constructive Ownership of Shares in violation of Section 4.05(b)(i), such remedies (as applicable) shall apply first to the Shares which, but for such remedies, would have been Beneficially Owned or Constructively Owned (but not actually owned) by such Person, pro rata among the Persons who actually own such Shares based upon the relative number of the Shares held by each such Person.

(vii) Exceptions.

(A) Subject to Section 4.05(b)(i)(A)(2), the Board, in its sole discretion, may (prospectively or retroactively) exempt a Person from the Aggregate Share Ownership Limit and may establish or increase an Excepted Holder Limit for such Person if:

(1) the Board obtains such representations and undertakings from such Person as are reasonably necessary to ascertain that granting such Excepted Holder Limit will not cause the Corporation to fail to qualify as a REIT;

(2) such Person represents that it does not, and undertakes that it will not, actually own or Constructively Own an interest in a tenant of the Corporation (or a tenant of any entity owned or controlled by the Corporation) that would cause the Corporation to actually own or Constructively Own more than a 9.8% interest (as set forth in Section 856(d)(2)(B) of the Code) in such tenant and the Board obtains such representations and undertakings from such Person as are reasonably necessary to ascertain this fact (for this purpose, a tenant from whom the Corporation (or an entity owned or controlled by the Corporation) derives (and is expected to continue to derive) a sufficiently small amount of revenue such that, in the opinion of the Board, rent from such tenant would not adversely affect the Corporation's ability to qualify as a REIT, shall not be treated as a tenant of the Corporation); and

(3) such Person agrees that any violation or attempted violation of such representations or undertakings (or other action which is contrary to the restrictions contained in Section 4.05(b)(i) through Section 4.05(b)(vi) will result in such Shares being automatically Transferred to a Trust in accordance with Section 4.05(b)(i)(B) and Section 4.05(c) .

(B) Prior to granting any exception pursuant to Section 4.05(b)(vii)(A), the Board may require a ruling from the Internal Revenue Service, or an opinion of counsel, in either case in form and substance satisfactory to the Board in its sole discretion, as it may deem necessary or advisable in order to determine or ensure the Corporation's status as a REIT. Notwithstanding the receipt of any ruling or opinion, the Board may impose such conditions or restrictions as it deems appropriate in connection with granting such exception.

(C) Subject to Section 4.05(b)(i)(A)(2), an underwriter which participates in an offering or a private placement of Shares (or securities convertible or exercisable into or exchangeable for Shares) may Beneficially Own or Constructively Own Shares (or securities convertible or exercisable into or exchangeable for Shares) in excess of the Aggregate Share Ownership Limit, but only to the extent necessary to facilitate such offering or private placement.

(D) The Board may only reduce the Excepted Holder Limit for an Excepted Holder: (1) with the written consent of such Excepted Holder at any time; or (2) pursuant to the terms and conditions of the agreements and undertakings entered into with such Excepted Holder in connection with the establishment of the Excepted Holder Limit for that Excepted Holder. No Excepted Holder Limit shall be reduced to a percentage that is less than the Aggregate Share Ownership Limit.

(viii) Increase or Decrease in Aggregate Share Ownership Limit. Subject to Section 4.05(b)(i)(A)(2), the Board may from time to time increase the Aggregate Share Ownership Limit for one or more Persons and decrease the Aggregate Share Ownership Limit for all other Persons; *provided, however*, that the decreased Aggregate Share Ownership Limit will not be

effective for any Person whose percentage ownership of Shares is in excess of such decreased Aggregate Share Ownership Limit until such time as such Person's percentage of Shares equals or falls below the decreased Aggregate Share Ownership Limit, but any further acquisition of Shares in excess of such percentage ownership of Shares will be in violation of the Aggregate Share Ownership Limit; *provided further, however*, that the new Aggregate Share Ownership Limit would not allow five or fewer Persons to Beneficially Own or Constructively Own more than 64% in value of the outstanding Shares.

(ix) Notice to Stockholders Upon Issuance or Transfer. Upon issuance or Transfer of Shares prior to the Restriction Termination Date, the Corporation shall provide the recipient with a notice containing information about the Shares purchased or otherwise Transferred, in lieu of issuance of a share certificate, in a form substantially similar to the following:

The securities of SAVYON TRUST GROUP, Inc. (the "Corporation") are subject to restrictions on Beneficial and Constructive Ownership and Transfer for the purpose, among others, of the Corporation's maintenance of its status as a real estate investment trust ("REIT") under the Internal Revenue Code of 1986, as amended (the "Code"). Commencing on the date that the Corporation evaluates whether or not it is "closely held" within the meaning of Section 856(h) of the Code, which date shall be September 15 of the year after that the corporation elects to qualify as a REIT, and subject to certain further restrictions and except as expressly provided in the Corporation's charter, as the same may be amended, supplemented or otherwise modified from time to time: (i) no Person may Beneficially or Constructively Own Shares in excess of 9.8% of the value of the total outstanding Shares or 9.8% (in value or in number of shares, whichever is more restrictive) of any class or series of Common Stock unless such Person is an Excepted Holder (in which case the Excepted Holder Limit shall be applicable); (ii) no Person may Beneficially or Constructively Own Shares that would result in the Corporation being "closely held" under Section 856(h) of the Code or otherwise cause the Corporation to fail to qualify as a REIT; and (iii) any Transfer of Shares that, if effective, would result in the Shares being Beneficially Owned by fewer than 100 Persons (determined under the principles of Section 856(a)(5) of the Code) shall be void ab initio and the intended transferee shall acquire no rights in such Shares. Any Person who Beneficially or Constructively Owns or attempts to Beneficially or Constructively Own Shares which causes or will cause a Person to Beneficially or Constructively Own Shares in excess or in violation of the above limitations immediately must notify the Corporation (or, in the case of an attempted transaction, give at least 15 days' prior written notice). If any of the restrictions on Transfer or ownership as set forth in clauses (i) and (ii) above are violated, then the Shares in excess or in violation of such limitations will be automatically transferred to a Trustee of a Trust for the benefit of one or more Charitable Beneficiaries. In addition, the Corporation may redeem shares upon the terms and conditions specified by the Board in its sole discretion if the Board determines that ownership or a Transfer or other event may violate the restrictions described above. Furthermore, upon the occurrence of certain events, attempted Transfers in violation of the restrictions described above may be void ab initio. All capitalized terms in this notice have the meanings defined in the Corporation's charter, as the same may be amended from time to time, a copy of which, including the restrictions on Transfer and ownership, will be furnished to each holder of Shares on request and without charge. Requests for such a copy may be directed to the Secretary of the Corporation at its principal office.

(c) Transfer of Shares in Trust.

(i) Ownership in Trust. Upon any purported Transfer or other event described in Section 4.05(b)(i)(B) that would result in a Transfer of Shares to a Trust, such Shares shall be Transferred to the Trustee as trustee of a Trust for the exclusive benefit of one or more Charitable Beneficiaries. Such Transfer to the Trustee shall be effective as of the close of business on the Business Day prior to the purported Transfer or other event that results in the Transfer to the Trust pursuant to Section 4.05(b)(i)(B). The Trustee shall be appointed by the Corporation and shall be a Person unaffiliated with the Corporation and any Prohibited Owner. Each Charitable Beneficiary shall be designated by the Corporation as provided in Section 4.05(c)(vi).

(ii) Status of Shares Held by The Trustee. Shares held by the Trustee shall be issued and outstanding Shares. The Prohibited Owner shall have no rights in the Shares held in trust by the Trustee. The Prohibited Owner shall not benefit economically from ownership of any Shares held in trust by the Trustee, shall have no rights to dividends or other distributions and shall not possess any rights to vote or other rights attributable to the Shares held in the Trust.

(iii) Dividend and Voting Rights. The Trustee shall have all voting rights and rights to dividends or other distributions with respect to Shares held in the Trust, which rights shall be exercised for the exclusive benefit of the Charitable Beneficiary. Any dividend or other distribution paid prior to the discovery by the Corporation that the Shares have been Transferred to the Trustee shall be paid by the recipient of such dividend or other distribution to the Trustee upon demand and any dividend or other distribution authorized but unpaid shall be paid when due to the Trustee. Any dividend or other distribution so paid to the Trustee shall be held in trust for the Charitable Beneficiary. The Prohibited Owner shall have no voting rights with respect to shares held in the Trust and, subject to Florida law, effective as of the date that the Shares have been Transferred to the Trustee, the Trustee shall have the authority (at the Trustee's sole discretion) (A) to rescind as void any vote cast by a Prohibited Owner prior to the discovery by the Corporation that the Shares have been Transferred to the Trustee, and (B) to recast such vote in accordance with the desires of the Trustee acting for the benefit of the Charitable Beneficiary; *provided, however*, that if the Corporation has already taken irreversible corporate action, then the Trustee shall not have the authority to rescind and recast such vote. Notwithstanding the provisions of this Section 4.05, until the Corporation has received notification that Shares have been Transferred into a Trust, the Corporation shall be entitled to rely on its stock Transfer and other stockholder records for purposes of preparing lists of stockholders entitled to vote at meetings, determining the validity and authority of proxies and otherwise conducting votes of stockholders.

(iv) Sale of Shares by Trustee. Within 20 days of receiving notice from the Corporation that Shares have been Transferred to the Trust, the Trustee shall sell the Shares held in the Trust to a Person, designated by the Trustee, whose ownership of the Shares will not violate the ownership limitations set forth in Section 4.05(b)(i)(A) or 4.05(b)(i)(B). Upon such sale, the interest of the Charitable Beneficiary in the Shares sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Prohibited Owner and to the Charitable Beneficiary as provided in this Section 4.05(c)(iv). The Prohibited Owner shall receive the lesser of (A) the price paid by the Prohibited Owner for the Shares or, if the Prohibited Owner did not give value for the Shares in connection with the event causing the Shares to be held in the Trust (e.g., in the case of a gift,

devise or other such transaction), the Market Price of the Shares on the day of the event causing the Shares to be held in the Trust and (B) the price per Share received by the Trustee from the sale or other disposition of the Shares held in the Trust. The Trustee may reduce the amount payable to the Prohibited Owner by the amount of dividends and other distributions which have been paid to the Prohibited Owner and are owed by the Prohibited Owner to the Trustee pursuant to Section 4.05(c)(iii). Any net sales proceeds in excess of the amount payable to the Prohibited Owner shall be immediately paid to the Charitable Beneficiary. If, prior to the discovery by the Corporation that Shares have been Transferred to the Trustee, such Shares are sold by a Prohibited Owner, then (1) such Shares shall be deemed to have been sold on behalf of the Trust, and (2) to the extent that the Prohibited Owner received an amount for such Shares that exceeds the amount that such Prohibited Owner was entitled to receive pursuant to this Section 4.05, such excess shall be paid to the Trustee upon demand.

(v) Purchase Right in Stock Transferred to The Trustee. Shares Transferred to the Trustee shall be deemed to have been offered for sale to the Corporation, or its designee, at a price per Share equal to the lesser of (A) the price per Share in the transaction that resulted in such Transfer to the Trust (or, in the case of a devise or gift, the Market Price at the time of such devise or gift) and (B) the Market Price on the date the Corporation, or its designee, accepts such offer. The Corporation may reduce the amount payable to the Prohibited Owner by the amount of dividends and other distributions which has been paid to the Prohibited Owner and is owed by the Prohibited Owner to the Trustee pursuant to Section 4.05(c)(iii). The Corporation may pay the amount of such reduction to the Trustee for the benefit of the Charitable Beneficiary. The Corporation shall have the right to accept such offer until the Trustee has sold the Shares held in the Trust pursuant to Section 4.05(c)(iv). Upon such a sale to the Corporation, the interest of the Charitable Beneficiary in the Shares sold shall terminate and the Trustee shall distribute the net proceeds of the sale to the Prohibited Owner.

(vi) Designation of Charitable Beneficiaries. By written notice to the Trustee, the Corporation shall designate one (1) or more nonprofit organizations to be the Charitable Beneficiary of the interest in the Trust such that (A) the Shares held in the Trust would not violate the restrictions set forth in Section 4.05(b)(i)(A) or 4.05(b)(i)(B) in the hands of such Charitable Beneficiary and (B) each such organization must be described in Section 501(c)(3) of the Code and contributions to each such organization must be eligible for deduction under each of Sections 170(b)(1)(A), 2055 and 2522 of the Code.

Section 4.06. Settlements. Nothing in Section 4.05 shall preclude the settlement of any transaction entered into through the facilities of The NASDAQ Capital Market or any other national securities exchange or automated inter-dealer quotation system. The fact that the settlement of any transaction occurs shall not negate the effect of any provision of Section 4.05, and any transfer in such a transaction shall be subject to all of the provisions and limitations set forth in Section 4.05.

Section 4.07. Tender Offers. If any Person makes a tender offer, including, without limitation, a "mini-tender" offer, such Person must comply with all the provisions set forth in Regulation 14D of the Securities Exchange Act of 1934, as amended from time to time, or any successor statute thereto (the "Exchange Act"), including, without limitation, disclosure and notice requirements, that would be applicable if the tender offer was for more than five percent (5%) of the outstanding Shares; *provided, however*, that unless otherwise required by the Exchange Act, such documents are not required to be

filed with the Securities and Exchange Commission. In addition, any such Person must provide notice to the Corporation at least ten business days prior to initiating any such tender offer. If any Person initiates a tender offer without complying with the provisions set forth above (a "Non-Compliant Tender Offer"), the Corporation, in its sole discretion, shall have the right to redeem such non-compliant Person's Shares and any Shares acquired in such tender offer (collectively, the "Tendered Shares") at a per Share price equal to the lowest of (i) the price then being paid per Share of Common Stock purchased in the Corporation's latest offering at full purchase price, (ii) the fair market value of a Share as determined by an independent valuation obtained by the Corporation and (iii) the lowest tender offer price offered in such Non-Compliant Tender Offer. The Corporation may purchase such Tendered Shares upon delivery of the purchase price to the Person initiating such Non-Compliant Tender Offer and, upon such delivery, the Corporation may instruct any transfer agent to transfer such purchased Shares to the Corporation. In addition, any Person who makes a Non-Compliant Tender Offer shall be responsible for all expenses incurred by the Corporation in connection with the enforcement of the provisions of this Section 4.07, including, without limitation, expenses incurred in connection with the review of all documents related to such Non-Compliant Tender Offer and expenses incurred in connection with any purchase of Tendered Shares by the Corporation. The Corporation maintains the right to offset any such expenses against the dollar amount to be paid by the Corporation for the purchase of Tendered Shares pursuant to this Section 4.07. In addition to the remedies provided herein, the Corporation may seek injunctive relief, including, without limitation, a temporary or permanent restraining order, in connection with any Non-Compliant Tender Offer. This Section 4.07 shall be of no force or effect with respect to any Shares that are then Listed.

Section 4.08. Preemptive Rights and Appraisal Rights.

(a) Except as may be provided by the Board in setting the terms of classified or reclassified shares of stock or as may otherwise be provided by a contract approved by the Board, no holder of shares of stock of the Corporation shall, as such holder, have any preemptive right to purchase or subscribe for any additional shares of stock of the Corporation or any other security of the Corporation which it may issue or sell.

(b) Holders of shares of stock shall not be entitled to exercise any rights of an objecting stockholder provided for under Title 3, Subtitle 2 of the FCL or any successor statute unless the Board, upon the affirmative vote of a majority of the Board, shall determine that such rights apply, with respect to all or any classes or series of stock, to one or more transactions occurring after the date of such determination in connection with which holders of such shares would otherwise be entitled to exercise such rights.

ARTICLE V

BYLAWS

The Board shall have the exclusive power to adopt, alter or repeal any provision of the Corporation's Bylaws and to make new Bylaws.

ARTICLE VI

**PROVISIONS FOR DEFINING, LIMITING AND REGULATING CERTAIN POWERS OF THE CORPORATION
AND OF THE TRUSTEES AND DIRECTORS.**

The officers of the Corporation shall be Trustees and a Chief Executive Officer, one or more Vice Presidents, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Trustees and Directors... Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Trustees and Directors., including a Chairman of the Board. In its discretion, the Board of Trustees and Directors. may leave unfilled for any such period as it may determine any office except those of Chief Executive Officer and Secretary. Any two or more offices may be held by the same person, except for the offices of Chief Executive Officer and Secretary, which may not be held by the same person, unless all of the issued and outstanding stock is owned by one person. Officers may be Trustees and Directors. or shareholders of the Corporation.

SECTION 2. Election and Term of Office.

The officers of the Corporation to be elected by the Board of Trustees and Directors. shall be elected annually by the Board of Trustees and Directors. at the first meeting of the Board of Trustees and Directors. held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. Removal.

Any officer or agent may be removed by the Board of Trustees and Directors. whenever, in its judgment, the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights, and such appointment shall be terminable at will.

SECTION 4. Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Trustees and Directors. for the unexpired portion of the term.

SECTION 5. Chief Executive Officer.

The CEO shall be the principal executive officer of the Corporation and, subject to the control of the Board of Trustees and Directors, shall in general supervise and control all of the business and affairs of the Corporation. He shall, when

present, preside at all meetings of the shareholders and of the Board of Trustees and Directors., unless there is a Chairman of the Board in which case the Chairman shall preside. He may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Trustees and Directors., certificates for shares of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Trustees and Directors. has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees and Directors. or by these Articles of Incorporation to some other officer or agent of the Corporation or shall be required by law to be otherwise signed or executed; and in general, shall perform all duties incident to the office of CEO and such other duties as may be prescribed by the Board of Trustees and Directors. from time to time.

SECTION 6. Vice President.

In the absence of the CEO or in event of his death, inability or refusal to act, the Vice President shall perform the duties of the CEO, and when so acting, shall have all the powers of and be subject to all the restrictions upon the CEO. The Vice President shall perform such other duties as from time to time may be assigned to him by the CEO or by the Board of Trustees and Directors... If there is more than one Vice President, each Vice President shall succeed to the duties of the CEO in order of rank as determined by the Board of Trustees and Directors... If no such rank has been determined, then each Vice President shall succeed to the duties of the CEO in order of date of election, the earliest date having the first rank.

SECTION 7. Secretary.

The Secretary shall:

- a) Keep the minutes of the proceedings of the shareholders and of the Board of Trustees and Directors. in one or more-minute books provided for that purpose;
- b) See that all notices are duly given in accordance with the provisions of these Articles of Incorporation or as required by law;
- c) Be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized;
- d) Keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder;
- e) Sign with the CEO certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Trustees and Directors.;

- f) Have general charge of the stock transfer books of the Corporation; and
- g) In general perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the CEO or by the Board of Trustees and Directors...

SECTION 8. Treasurer.

The Treasurer shall:

- a) Have charge and custody of and be responsible for all funds and securities of the Corporation;
- b) Receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these Articles of Incorporation; and
- c) In general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to her by the CEO or by the Board of Trustees and Directors. If required by the Board of Trustees and Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such sureties as the Board of Trustees and Directors shall determine.

SECTION 9. Salaries.

The salaries of the officers shall be fixed from time to time by the Board of Trustees and Directors., and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the Corporation.

ARTICLE VI

INDEMNITY

The Corporation shall indemnify its Trustees and Directors., officers and employees as follows:

- a) Every director, officer, or employee of the Corporation shall be indemnified by the Corporation against all expense and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be made a party, or in which he may become involved, by reason of his being or having been a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of the corporation, partnership, joint venture, trust or enterprise, or any settlement thereof, whether or not he is a director, officer, employee or agent at the time such expenses are incurred, except in such cases

wherein the director, officer, or employee is adjudged guilty of willful misfeasance or malfeasance in the performance of her duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Trustees and Directors.. approves such settlement and reimbursement as being for the best interests of the Corporation.

b) The Corporation shall provide to any person who is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of the corporation, partnership, joint venture, trust or enterprise, the indemnity against expenses of suit, litigation or other proceedings which is specifically permissible under applicable law.

c) The Board of Trustees and Directors. may, in its discretion, direct the purchase of liability insurance by way of implementing the provisions of this Article VI.

Section 6.01. Board of Trustees and Board of Trustees and Directors...

(a) The business and affairs of the Corporation shall be managed under the direction of the Board of Trustees and Directors. of the Corporation and, except as otherwise expressly provided for by law, the Charter or the bylaws of the Corporation, as amended, restated or otherwise modified from time to time (the "*Bylaws*"), all of the powers of the Corporation shall be vested in the Board of Trustees and Directors. of the Corporation (the "*Board of Trustees and Directors.*"). The number of Trustees and Directors.. of the Corporation is one, which number may be increased or decreased only by a majority of the entire Board of Trustees and Directors. within specified limits set forth in the Bylaws; provided, however, that such number shall never be less than the minimum number required by the Florida Corporation Law (the "*FCL*"). The name of the Trustees and Directors. who shall serve until the first annual meeting of stockholders and until their successor is duly elected and qualified are Lucien Virgelin.

(c) There shall be no cumulative voting in the election of Trustees and Directors... Election of Trustees and Directors. need not be by written ballot unless the Bylaws of the Corporation so provide.

(d) Vacancies on the Board resulting from death, resignation, removal or otherwise and newly created Trustees and Directors. Hips resulting from any increase in the number of Trustees and Directors. may be filled by the Board in the manner provided in the Bylaws of the Corporation.

(e) Term. Each director shall hold office for one year, until the next annual meeting of stockholders and until his or her successor is duly elected and qualifies; provided, however, that the terms of any Preferred Stock issued by the Corporation may provide for termination after less than one year of the term of office of any director elected by the holders of such Preferred Stock. Trustees and Directors. may be elected to an unlimited number of successive terms.

(f) Removal of Trustees and Directors... Any director may be removed from office, with or without cause, by the affirmative vote of the holders of shares entitled to cast not less than two-thirds of the total votes entitled to be cast in the election of Trustees and Directors...

(g) Notwithstanding the foregoing, whenever the holders of one or more classes or series of Preferred Stock shall have the right, voting separately as a class or series, to elect Trustees and Directors, the election, term of office, filling of vacancies, removal and other features of such Trustees and Directors. Hips shall be governed by the terms of the Preferred Stock set by the Board pursuant to Article IV applicable thereto, and such Trustees and Directors, so elected shall not be subject to the provisions of this Article VI unless otherwise provided therein.

(h) REIT Qualification. If the Corporation elects to qualify for federal income tax treatment as a REIT, the Board shall use its reasonable best efforts to take such actions as are necessary or appropriate to preserve the status of the Corporation as a REIT; however, if the Board determines that it is no longer in the best interests of the Corporation to continue to be qualified as a REIT, the Board may revoke or otherwise terminate the Corporation's REIT election pursuant to Section 856(g) of the Code. The Board also may determine that compliance with any restriction or limitation on stock ownership and transfers set forth in Section 4.05 is no longer required for REIT qualification.

(i) Authorization by Board of Stock Issuance. The Board may authorize the issuance from time to time of shares of stock of the Corporation of any class or series, whether now or hereafter authorized, or securities or rights exercisable or convertible into shares of its stock of any class or series, whether now or hereafter authorized, for such consideration as the Board may deem advisable (or without consideration in the case of a stock split or stock dividend), subject to such restrictions or limitations, if any, as may be set forth in the Charter or the Bylaws of the Corporation.

ARTICLE VII

STOCKHOLDERS, CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 7.01. Meetings of Stockholders. There shall be an annual meeting of the stockholders, to be held on such date and at such time and place as shall be determined by or in the manner prescribed in the Bylaws, at which the Trustees and Directors, shall be elected and any other proper business may be conducted; provided that such annual meeting will be held upon reasonable notice in the manner prescribed in the Bylaws. Any action required or permitted to be taken at any annual or special meeting of stockholders may be taken without a meeting upon the written or electronic consent of the holders of at least 75% of the outstanding shares of common stock of the Corporation entitled to vote on the matter; *provided, however*, that any action required or permitted to be taken to the extent expressly permitted by the articles supplementary relating to one or more classes or series of Preferred Stock, by the holders of such class or series of Preferred Stock (voting separately as a class or a series with one or more other such classes or series), may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing or by electronic transmission, setting forth the action so taken, shall be given by the holders of outstanding shares of the relevant class or series having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted by delivery to the Corporation's principal place of business, or to an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. A special meeting of the stockholders may be called by the Board, the Chairman of the Board, the Chief Executive Officer or the President of the Corporation and must be called by the Secretary to act on any matter that may properly be considered at a meeting of stockholders upon written request of the stockholders entitled to cast a majority of all the votes entitled to be cast on any such matter at such a meeting as provided in the Bylaws of the Corporation.

SECTION 7.01 Contracts.

The Board of Trustees may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 7.02. Loans.

No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Trustees. Such authority may be general or confined to specific instances.

SECTION 7.03. Checks, Drafts Etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Trustees.

SECTION 7.04. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Trustees may select

ARTICLE VIII

LIMITATIONS ON LIABILITY

Section 8.01. Limited Liability of Trustees and Directors. And Officers. To the maximum extent that Florida law in effect from time to time permits limitation of the liability of Trustees and Directors, and officers of a corporation, no present or former director or officer of the Corporation shall be liable to the Corporation or its stockholders for money damages. Neither the amendment nor repeal of this Article VIII, nor the adoption or amendment of any provision of the Charter or the Bylaws of the Corporation that is inconsistent with this Article VIII, shall apply to or affect in any respect the applicability of the immediately preceding sentence with respect to any act or failure to act which occurred prior to any such amendment, repeal or adoption.

Section 8.01 FISCAL YEAR

The fiscal year of the Corporation shall begin on the 1st day of January of each year and ending on the 31st day of December of each year.

Section 8.02 DIVIDENDS

The Board of Trustees may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its Articles of Incorporation.

Section 8.03 CORPORATE SEAL

The Board of Trustees shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation and the State of incorporation, being Florida, and the words, "Corporate Seal".

ARTICLE IX

INDEMNIFICATION

Section 9.01. Indemnification.

(a) To the maximum extent permitted by Florida law in effect from time to time, the Corporation shall indemnify and, without requiring a preliminary determination of the ultimate entitlement to indemnification, shall pay or reimburse reasonable expenses in advance of final disposition of a proceeding to (i) any individual who is a present or former director or officer of the Corporation and who is made or threatened to be made a party to the proceeding by reason of his or her service in that capacity, or (ii) any individual who, while a director or officer of the Corporation and at the request of the Corporation, serves or has served as a director, officer, partner, trustee, member or manager of another corporation, real estate investment trust, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise and who is made or threatened to be made a party to the proceeding by reason of his or her service in that capacity. The rights to indemnification and advance of expenses provided by the Charter and the Bylaws shall vest immediately upon election of a director or officer. The Corporation may, with the approval of its Board, provide such indemnification and advance for expenses to an individual who served a predecessor of the Corporation in any of the capacities described in clause (i) or (ii) above and to any employee or agent of the Corporation or a predecessor of the Corporation. The indemnification and payment or reimbursement of expenses provided in the Charter shall not be deemed exclusive of or limit in any way other rights to which any person seeking indemnification or payment or reimbursement of expenses may be or may become entitled under any bylaw, resolution, insurance, agreement or otherwise. The right to indemnification conferred in this Article IX shall be a contract right.

(b) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another person against any expense, liability or loss incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the FCL.

(c) Neither the amendment nor repeal of this Article IX, nor the adoption of any provision of the Charter or the Bylaws of the Corporation, nor, to the fullest extent permitted by the FCL, any modification of law, shall eliminate or reduce the effect of this Article IX in respect of any acts or omissions occurring prior to such amendment, repeal, adoption or modification.

ARTICLE X

Section 10.0001. Corporate Opportunities.

(a) In anticipation that one or more of the Trustees and Directors., officers and employees of the Corporation may engage in, and are permitted to have, investments or other business relationships, ventures, agreements or arrangements with entities engaged in, the same or similar activities or lines of business, and in recognition of (i) the benefits to be derived by the Corporation through the continued service of such officers, Trustees and Directors.. and employees, and (ii) the difficulties attendant to any officer, director or employee, who desires and endeavors fully to satisfy his or her duties, in determining the full scope of such duties in any particular situation, the provisions of this Article X are set forth to regulate, define and guide the conduct of certain affairs of the Corporation as they may involve such officers, Trustees and Directors.. and employees, and the powers, rights, duties and liabilities of the Corporation and its officers, Trustees and Directors., employees and stockholders in connection therewith.

(b) None of the officers, Trustees and Directors. and the employees of the Corporation shall have a duty to refrain from engaging directly or indirectly in the same or similar business activities or lines of business as the Corporation, and no officer, director or employee of the Corporation shall be liable to the Corporation or its stockholders for breach of any duty by reason of any such activities. Except as otherwise provided for in a written agreement approved by the Board and entered into by the Corporation, if any officer, director or employee of the Corporation acquires knowledge of a potential transaction or matter that may be a business opportunity for the Corporation, such officer, director or employee shall have no duty to communicate or offer such business opportunity to the Corporation and shall not be liable to the Corporation or any of its stockholders for breach of any duty by reason of the fact that such business opportunity is not communicated or offered to the Corporation unless such business opportunity is offered to such person in his or her capacity as a director, officer or employee of the Corporation.

(c) Any person purchasing or otherwise acquiring any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article X.

(d) None of the alteration, amendment, change and repeal of any provision of this Article X nor the adoption of any provision of the Charter inconsistent with any provision of this Article X shall eliminate or reduce the effect of this Article X in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article X, would accrue or arise, prior to such alteration, amendment, change, repeal or adoption.

Section 10.02. Extraordinary Actions.

(a) The Corporation shall not consolidate, merge, sell all or substantially all of its assets or engage in a share exchange unless each such transaction is approved by the affirmative vote of not less than a two-thirds of the entire Board. Any amendment, waiver, alteration or repeal of, or addition to, this Section 10.02 or any provision of the Bylaws affecting the voting rights of the Board in connection with the Corporation's consolidation, merger, sale of all or substantially all of its assets or its engaging in a share exchange, including the requisite vote or percentage required to approve or take such action, must be approved by the affirmative vote of not less than two-thirds of the entire Board.

(b) Except as specifically provided in Section 6.01(e) (relating to removal of Trustees and Directors..) and in Section 12.01, notwithstanding any provision of law permitting or requiring any action to be taken or approved by the affirmative vote of the holders of shares entitled to cast a greater number

of votes, any such action shall be effective and valid if declared advisable by the Board of Trustees and Directors.. and taken or approved by the affirmative vote of holders of shares entitled to cast a majority of all the votes entitled to be cast on the matter.

ARTICLE XI

Section 11.01. Severability. If any provision or provisions of the Charter shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of these Articles of Amendment and Restatement (including each portion of any paragraph of these Articles of Amendment and Restatement containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the provisions of these Articles of Amendment and Restatement (including each such portion of any paragraph of these Articles of Amendment and Restatement containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its Trustees and Directors., officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law.

ARTICLE XII AMENDMENT

Section 12.01. Amendment. The Corporation reserves the right from time to time to make any amendment to the Charter, now or hereafter authorized by law, including any amendment altering the terms or contract rights, as expressly set forth in the Charter, of any shares of outstanding stock. All rights and powers conferred by the Charter on stockholders, Trustees and Directors. and officers are granted subject to this reservation. Any amendment to Section 6.01(e) or to this sentence of the Charter shall be valid only if declared advisable by the Board of Trustees and Directors. and approved by the affirmative vote of two-thirds of all the votes entitled to be cast on the matter.

Section 12.02. Dissolution. The Corporation may not be dissolved unless the dissolution is declared advisable by the Board and approved by the affirmative vote of the holders of shares entitled to cast not less than a majority of the votes entitled to be cast on such matter.

SECOND: The amendment to and restatement of the Charter as hereinabove set forth has been duly advised by the Board and approved by the stockholders of the Corporation as required by law.

THIRD: The current address of the principal office of the Corporation is as set forth in Article II of the foregoing amendment and restatement of the original Charter.

FOURTH: The name and address of the Corporation's current resident agent is as set forth in Article II of the foregoing amendment and restatement of the original Charter.

FIFTH: The number of Trustees and Directors. of the Corporation and the names of those currently in office are as set forth in Article VI of the foregoing amendment and restatement of the original Charter.

SIXTH: The total number of shares of stock which the Corporation had authority to issue immediately prior to this amendment and restatement of the original Charter was 12,500,000,000 shares of Common Stock, \$0.0001 par value per share. The aggregate par value of all shares of stock having par value was \$ 1,250,000.

SEVENTH: The total number of shares of stock which the Corporation has authority to issue pursuant to the foregoing amendment and restatement of the Charter is 12,500,000,000, consisting of 12,000,000,000 shares of Common Stock, \$0.0001 par value per share, and 500,000,000 shares of Preferred Stock, \$0.0001 par value per share. The aggregate par value of all authorized shares of stock having par value is \$1,250,000.

EIGHTH: The undersigned acknowledges these Articles of Amendment and Restatement to be the corporate act of the Corporation and as to all matters or facts required to be verified under oath, the undersigned acknowledges that, to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

Nine WAIVERS OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any shareholder or director of the Corporation under the provisions of these Articles of Incorporation or under the provisions of the Articles of Incorporation or under the provisions of the applicable Business Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

AMENDMENTS

These Articles of Incorporation may be altered, amended or repealed and new Articles of Incorporation may be adopted by the Board of Trustees at any regular or special meeting of the Board of Trustees. The above Articles of Incorporation are certified to have been adopted by the Board of Trustees of the Corporation

(SIGNATURE PAGE FOLLOWS)

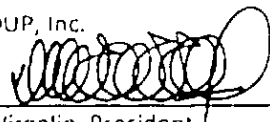
IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment and Restatement to be signed in its name and on its behalf by its President and attested to by its secretary on the 12th day of September 2018.

ATTEST:


Lucien Virgelin, Secretary

SAVYON TRUST GROUP, Inc.

By:


Djenane Virgelin, President (Seal)