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CORPORATION(S) NAME

Charwell II, Inc

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-04/23/98--01098--015  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

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☐ Amendment  
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☐ Merger  
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☐ Limited Partnership  
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Thanks,  
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DIS. SEC. OF CON. DIVISION

## CONSENT TO USE OF NAME

The undersigned, CHARTWELL, INC., a Florida corporation, hereby grants its consent for the formation of CHARTWELL II, INC., and for the use of such name in the State of Florida.

CHARTWELL, INC.

By: Arminidia M. Lanigan  
Name: Arminidia M. Lanigan  
Title: \_\_\_\_\_

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ARTICLES OF INCORPORATION  
OF  
CHARTWELL II, INC.

ARTICLE I - NAME

The name of the Corporation is CHARTWELL II, INC.

ARTICLE II - ADDRESS

The address of the principal office and the mailing address of the Corporation is 1610 Independent Square, Jacksonville, Florida 32202.

ARTICLE III - PURPOSE

The purpose of the Corporation is to engage in any or all lawful business for which corporations may be incorporated under the Florida Business Corporation Act, Chapter 607, Florida Statutes (1998), or any successor statutes.

ARTICLE IV - CAPITAL STOCK

The Corporation is authorized to issue three classes of shares designated "Class A Common Stock," "Class B Common Stock," and "Class C Common Stock," respectively. The total number of shares of capital stock which the Corporation is authorized to issue is 1,000 shares of Class A Common Stock, par value \$.01 per share, 1,000 shares of Class B Common Stock, par value \$.01 and 5 shares of Class C Common Stock, par value \$.01. Certain rights, preferences, privileges and restrictions granted to and imposed upon the Class A Common Stock, the Class B Common Stock and the Class C Common Stock are set forth below in this Article IV. Except as described below in this Article IV, the rights, preferences, privileges and restrictions granted to and imposed upon the Class A Common Stock, the Class B Common Stock and the Class C Common Stock shall be identical in all respects.

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

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

"Class A Common Stock" shall mean the Class A Common Stock of the Corporation.

"Class B Common Stock" shall mean the Class B Common Stock of the Corporation.

"Class C Common Stock" shall mean the Class C Common Stock of the Corporation.

"Commitment Date" shall mean the date immediately prior to the date of original issuance of the initial shares of Class A Common Stock.

"Common Stock" shall mean the Class A Common Stock, Class B Common Stock and the Class C Common Stock, collectively.

"Stockholder" shall mean any holder of Class A Common Stock who is a party to the Stockholders Agreement.

"Stockholders Agreement" shall mean the Stockholders Agreement, dated as of April 27, 1998, among the Corporation and the other parties named therein, a copy of which is on file with the secretary of the Corporation, as the same may be amended or restated from time to time.

"Terminating Date" shall mean the date of any Terminating Event.

"Terminating Event" shall have the meaning assigned to such term in the Stockholders Agreement.

"Terminating Stockholder" shall mean a Stockholder with respect to whom a Terminating Event has occurred.

"Transfer" shall mean, with respect to any shares of Class A Common Stock, any direct or indirect sale, assignment, transfer or other conveyance thereof or any interest therein.

"Transfer Date" shall mean the date of any Transfer.

#### Section B. Voting Rights.

##### 1. Common Stock.

(a) Each holder of shares of Class A Common Stock shall be entitled to one vote for each share thereof held. Each holder of shares of Class C Common Stock shall be entitled to one vote for each share thereof held. Except as otherwise required by law, the Class A Common Stock and Class C Common Stock shall vote together on all matters and not as separate classes.

(b) Except as otherwise provided by law, the holders of shares of Class B Common Stock shall not be entitled to vote on any matter.

2. Election of Directors. The authorized number of directors of the Corporation shall be three until changed by a duly adopted amendment to this Section B(2).

Section C. Conversion.

1. Conversion of Class A Common Stock.

(a) Each outstanding share of Class A Common Stock held by a Terminating Stockholder shall automatically be converted into one fully-paid and non-assessable share of Class B Common Stock (subject to adjustment as described in subsections 2, 3 and 4 of this Section C) upon the occurrence of any Terminating Event with respect to such Terminating Stockholder. Upon the occurrence of any Terminating Event, the outstanding shares of Class A Common Stock held by such Terminating Stockholder shall be converted automatically as of the Terminating Date without any further action by such Terminating Stockholder and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Class B Common Stock issuable upon such conversion unless the certificates evidencing such shares of Class A Common Stock are either delivered to the Corporation or its transfer agent as provided below, or such Terminating Stockholder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Class A Common Stock, such Terminating Stockholder shall surrender the certificates representing his shares of Class A Common Stock at the office of the Corporation or any transfer agent for the shares of Class B Common Stock. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Class B Common Stock into which the shares of Class A Common Stock surrendered were convertible on the date on which such automatic conversion occurred, and the Corporation shall promptly pay in cash all declared and unpaid dividends on the shares of Class A Common Stock being converted to and including the date of such conversion.

(b) In the event any Stockholder Transfers any shares of Class A Common Stock to any person or entity, each such share of Class A Common Stock shall automatically be converted into one fully-paid and non-assessable share of Class B Common Stock (subject to adjustment as described in subsections 2, 3 and 4 of this Section C) as of the Transfer Date without any further action by such Stockholder or his transferee and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Class B Common Stock issuable upon such conversion unless the certificates evidencing such shares of Class A Common Stock are either delivered to the Corporation or its transfer agent as provided below, or such Stockholder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of such shares of Class A

Common Stock, such Stockholder (or his transferee) shall surrender the certificates representing such shares of Class A Common Stock at the office of the Corporation or any transfer agent for the shares of Class B Common Stock. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Class B Common Stock into which the shares of Class A Common Stock surrendered were convertible on the date on which such automatic conversion occurred, and the Corporation shall promptly pay in cash all declared and unpaid dividends on the shares of Class A Common Stock being converted to and including the date of such conversion.

2. Adjustment for Stock Splits and Combinations. If the Corporation at any time or from time to time after the Commitment Date effects a subdivision of the outstanding Class B Common Stock, the number of shares of Class B Common Stock issuable upon conversion of any Class A Common Stock hereunder shall be proportionately increased, and conversely, if the Corporation at any time or from time to time after the Commitment Date combines the outstanding shares of Class B Common Stock into a smaller number of shares, the number of shares of Class B Common Stock issuable upon conversion of any Class A Common Stock hereunder shall be proportionately decreased. Any adjustment under this section C(2) shall become effective at the close of business on the date the subdivision or combination becomes effective.

3. Fractional Shares. No fractional shares of Class B Common Stock shall be issued upon conversion of Class A Common Stock. In lieu of any fractional share to which the holder would otherwise be entitled, the Corporation shall pay cash equal to the product of such fraction multiplied by the fair market value (as determined in good faith by the Board) of one share of Class B Common Stock on the date of conversion.

4. Notice. Upon the occurrence of any Terminating Event, the Corporation shall provide written notice to each holder of Common Stock setting forth the nature and date of such event.

Section D. No Reissuance of Class A Common Stock. No share or shares of Class A Common Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be canceled, retired and eliminated from the shares which the Corporation shall be authorized to issue.

Section E. Dividends. No dividends shall be declared with respect to the Class B Common Stock unless an equal dividend is declared with respect to the Class A Common Stock; provided, that (i) any dividend on Class A Common Stock that is payable in Common Stock shall only be paid in Class A Common Stock, (ii) any dividend on Class B Common Stock that is paid in Common Stock shall only be paid in Class B Common Stock, and (iii) no dividend shall be paid in Common Stock on either Class A Common Stock or Class B Common Stock unless there is a dividend paid in Common Stock on both the Class A Common Stock and the Class B Common Stock.

## ARTICLE V - INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Corporation is 1610 Independent Square, Jacksonville, Florida 32202 and the name of its initial registered agent at such address is Armindia M. Lanigan.

#### **ARTICLE VI - BOARD OF DIRECTORS**

The name and address of each person who is to serve as a member of the Board of Directors of the Corporation is:

Robert L. Stein  
1610 Independent Square  
Jacksonville, Florida 32202

Kenneth Purcell  
1610 Independent Square  
Jacksonville, Florida 32202

Anthony Marinatos  
1610 Independent Square  
Jacksonville, Florida 32202

#### **ARTICLE VII - ELECTIONS**

Election of Directors at an annual or special meeting of stockholders need not be by written ballot unless the Bylaws of the Corporation so provide.

#### **ARTICLE VIII - INCORPORATOR**

The name and address of the incorporator is Armindia M. Lanigan, 1610 Independent Square, Jacksonville, Florida 32202.

IN WITNESS WHEREOF, the undersigned incorporator has executed  
these Articles of Incorporation as of the 22<sup>nd</sup> day of April, 1998.

Armindia M. Lanigan  
Armindia M. Lanigan, Incorporator



CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN FLORIDA,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Section 48.091, Florida Statutes, the following is submitted:

That CHARTWELL II, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at the City of Jacksonville, State of Florida, has named Armindia M Lanigan, located at 1610 Independent Square, Jacksonville, Florida, as its agent to accept service of process within Florida.

Armindia M. Lanigan  
Armindia M. Lanigan, Incorporator

04/22/98  
Date

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, Armindia M. Lanigan hereby agrees to act in this capacity, and Armindia M. Lanigan further agrees to comply with the provisions of all statutes relative to the proper and complete performance of her duties.

Armindia M. Lanigan  
Armindia M. Lanigan

04/22/98  
Date

FILED  
98 APR 23 PM 3:12  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA