

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
THE A. D. HENDERSON FOUNDATION, INC.
(Pursuant to Sections 242 and 245 of the General Corporation
Law of the State of Delaware)**

FIRST: The name of the Corporation is “THE A. D. HENDERSON FOUNDATION, INC.”

SECOND: The address of its registered office in the State of Delaware is 1209 Orange Street in the City of Wilmington, County of New Castle. The name of its registered agent at such address is THE CORPORATION TRUST COMPANY.

THIRD: The nature of the business or purposes to be conducted or promoted are to acquire, by gift, devise, bequest or otherwise, money and property of every kind, to administer the same, and to apply the income, and if the corporation so decides, all or any part of the principal, exclusively for religious, charitable, scientific, literary and educational purposes, within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”), as the same may be amended from time to time, or any one or more of such purposes, including making contributions and gifts thereof to or for the use of any corporation, trust, community chest, fund or foundation, organized and operated exclusively for such purposes, and exempt from taxation under section 501(c)(3) of the Code. Unless explicitly provided otherwise in writing by a testator or donor, a gift or contribution made to the Corporation will not be an “endowment fund,” as that term is defined in section 4702 of the Delaware Uniform Prudent Management of Institutional Funds Act (referred to herein as “UPMIFA”) or the corresponding provision of any future Delaware law or any other applicable State’s law, and thus, the Corporation’s expenditure or accumulation of such a gift or contribution shall not be subject to the endowment expenditure restrictions set forth in section 4704 of UPMIFA or the corresponding provision of any future Delaware law or any other applicable State’s law.

FOURTH: The Corporation shall not have authority to issue any capital stock.

FIFTH: The Corporation shall have members and the conditions of membership of the Corporation shall be stated in the by-laws of the Corporation.

SIXTH: The business of the Corporation shall be managed by a board of directors, which shall be called the “Board of Trustees” and shall be the governing body of the Corporation.

SEVENTH: These Amended and Restated Articles of Incorporation and the by-laws of the Corporation may be amended, altered or repealed at any regular or special meeting of the Board of Trustees at which a quorum is present by the affirmative vote of a majority of the whole Board of Trustees and by approval of a majority of members of the corporation then in office.

EIGHTH: No part of the net earnings of the Corporation shall inure to the benefit of any member or individual, except compensation for services rendered, and reimbursement for reasonable expenses incurred, in effecting the purposes of the Corporation; and no substantial part of the activities of the Corporation shall be carrying on propaganda, or otherwise attempting

to influence legislation, and the Corporation shall not participate in, or intervene in, by publishing or distributing statements or otherwise, any political campaign on behalf of any candidate for public office.

Upon the dissolution or other termination of the Corporation, no part of the money or other property then held by it shall be distributed to or inure to the benefit of any member, but such money and property shall be distributed for the purposes and to the donees, or any one or more of them, as set forth in Article THIRD hereof.

NINTH: A trustee of this Corporation shall not be personally liable to the Corporation or its members for monetary damages for breach of fiduciary duty as a trustee, except: (a) for any breach of the trustee's duty of loyalty to the Corporation or its members; (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) for any type of liability set forth in Section 174 of the Delaware General Corporation Law; or (d) for any transaction from which the trustee derived an improper personal benefit. This Article Ninth shall not eliminate or limit the liability of a trustee for any act or omission occurring prior to the date when this Article becomes effective. If the Delaware General Corporation Law is amended, or if any successor law applicable to non-profit corporations is adopted, after adoption of this Article Ninth, to further eliminate or limit the personal liability of trustees, then the liability of a trustee of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended, or by any successor law.

Any repeal or modification of the foregoing paragraph by the members of the Corporation shall not adversely affect any right or protection of a trustee of the Corporation existing at the time of such repeal or modification.

TENTH: A. Actions, Suits or Proceedings other than by or in the Right of the Corporation. The Corporation shall indemnify any member, trustee or officer of the Corporation and may, at the discretion of the Board of Trustees, indemnify any employee or agent of the Corporation, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was or has agreed to become a member, trustee, officer, employee or agent of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as a director, officer, partner, trustee or similar official, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to an employee compensation or benefit plan, or by reason of any action alleged to have been taken or omitted in such capacity, against costs, charges, expenses (including attorneys' fees), judgments, fines, excise taxes and penalties (including those incurred under the Employee Income Retirement Security Act of 1974, but expressly excluding those incurred under provisions of Chapter 42 of the Internal Revenue Code), and amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with such action, suit or proceeding any appeal therefrom, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of

itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Corporation or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

B. Actions or Suits by or in the Right of the Corporation. The Corporation shall indemnify any member, trustee or officer of the Corporation and may, at the discretion of the Board of Trustees, indemnify any employee or agent of the Corporation, who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was or has agreed to become a member, trustee, officer, employee or agent of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as a director, officer, partner, trustee or similar official, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to an employee compensation or benefit plan, or by reason of any action alleged to have been taken or omitted in such capacity, against costs, charges and expenses (including attorneys' fees) actually and reasonably incurred by him or on his behalf in connection with the defense or settlement of such action or suit and any appeal therefrom, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of Delaware shall determine upon application that, despite the adjudication of such liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such costs, charges and expenses which the Court of Chancery shall deem proper.

C. Indemnification, for Costs, Charges and Expenses of Successful Party. Notwithstanding the other provisions of the Article Tenth, to the extent that a member, trustee, officer, employee or agent of the Corporation or any other person serving at the request of the Corporation as a director, officer, partner, trustee or similar official, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to an employee compensation or other benefit plan, has been, successful, on the merits or otherwise, including, without limitation, the dismissal of an action without prejudice, in defense of any action, suit or proceeding referred to in Sections A and B of this Article Tenth, or in defense of any claim, issue or matter therein, including, without limitation, any liability for excise taxes under Chapter 42 of the Internal Revenue Code, the Corporation shall indemnify any such member, trustee or officer of the Corporation and may, at the discretion of the Board of Trustees, indemnify any employee or agent of the Corporation, against all costs, charges and expenses (including attorneys' fees) actually and reasonably incurred by him or on his behalf in connection therewith.

D. Rebuttable Presumption of Certain Rights to Indemnification. Any person described in Section A or B who makes a claim for indemnification under Section A or B of this Article Tenth shall be presumed to have satisfied the applicable standard of conduct and to be entitled to, or eligible for, indemnification unless: (1) otherwise ordered by a court, or (2) unless a determination is made on behalf of the Corporation (a) by the Board of Trustees by a majority vote of the trustees who were not parties to such action, suit or proceeding, or (b) if such majority of disinterested trustees so directs, by independent legal counsel in a written opinion,

that indemnification of the member, trustee, officer, employee or agent is not proper in the circumstances because he has not met the applicable standard of conduct set forth in Sections A and B of this Article Tenth. In the event of any adverse determination on behalf of the Corporation, the person claiming, or requesting, indemnification shall have the right to seek a judicial determination of whether he met the applicable standard of conduct entitling him to, or making him eligible for, indemnification, as provided in Section F.

E. Advance of Costs, Charges and Expenses. Costs, charges and expenses (including attorneys' fees) incurred by a person referred to in Section A or B of this Article Tenth in defending a civil, criminal, administrative or investigative action, suit or proceeding shall, in the case of member, trustees and officers, and may, in the case of employees or agents, be paid by the Corporation in advance of the final disposition of such action, suit or proceeding; provided, however, that the payment of such costs, charges and expenses incurred by a member, trustee, officer, employee or agent in his capacity as a member, trustee, officer, employee or agent in advance of the final disposition of such action, suit or proceeding shall be made only upon receipt of an undertaking by or on behalf of the member, trustee, officer, employee or agent to repay all amounts so advanced in the event that it shall ultimately be determined that such member, trustee, officer, employee or agent is not entitled to, or eligible for, indemnification by the Corporation as authorized in this Article Tenth. The majority of the trustees may, upon approval by such member, trustee, officer or other person subject to this indemnification provision, authorize the Corporation's counsel to represent such person, in any action, suit or proceeding, whether or not the Corporation is a party to such action, suit or proceeding.

F. Procedure for Indemnification. Any indemnification under Sections A, B and C, or advance of costs, charges and expenses under Section E of this Article Tenth shall be made promptly, and in any event within 60 days, upon the written request, in the case of a member, trustee or officer, or upon trustee approval of indemnification, in the case of an employee or agent. The right to indemnification or advances as granted by this Article Tenth shall be enforceable by a member, trustee or officer in the Court of Chancery of Delaware if the Corporation denies such request, in whole or in part, or if no disposition thereof is made within 60 days. A member's, trustee's or officer's costs and expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for the advance of costs, charges and expenses under Section E of this Article Tenth where the required undertaking, if any, has been received by the Corporation) that the claimant has not met the standard of conduct set forth in Section A or B of this Article Tenth, but the burden of proving such defense shall be on the Corporation and the determination that the standard of conduct has not been met must be made by the applicable court. Neither the failure of the Corporation (including its Board of Trustees or its independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in Section A or B of this Article Tenth, nor the fact that there has been an actual determination on behalf of the Corporation (by its Board of Trustees or its independent legal counsel) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

G. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any member, trustee, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

H. Settlement. The Corporation shall not be obligated to reimburse the costs of any settlement to which it has not agreed. In any action, suit or proceeding, including any appeal, within the scope of Section A or B of this Article Tenth, if the person to be indemnified shall have unreasonably failed to enter into a settlement thereof offered or assented to by the opposing party or parties in such action, suit or proceeding (and as to which the Corporation has indicated its agreement), then, notwithstanding any other provision hereof, any indemnification obligation of the Corporation to such person in connection with such action, suit or proceeding shall not exceed the total of the amount at which settlement could have been made and the expenses incurred by such person prior to the time such settlement could reasonably have been effected.

I. Subsequent Amendment. No amendment, termination or repeal of this Article Tenth or of relevant provisions of the Delaware General Corporation Law or any other applicable laws shall affect or diminish in any way the rights, or eligibility, of any member, trustee, officer, employee or agent to indemnification under the provisions hereof with respect to any action, suit or proceeding arising out of, or relating to, any actions, transactions or facts occurring prior to the final adoption of such amendment, termination or repeal.

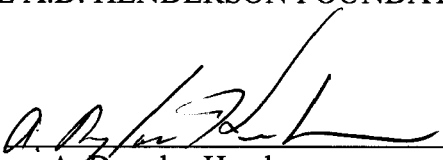
J. Other Rights; Continuation of Right to Indemnification. The indemnification provided by this Article Tenth shall not be deemed exclusive of any other rights to which a member, trustee, officer, employee or agent seeking indemnification may be entitled under any law (common or statutory), agreement, vote of members or disinterested trustees or otherwise, both as to action in his official capacity and as to action in any other capacity while holding office or while employed by or acting as agent for the Corporation, and shall continue as to a person who has ceased to be a member, trustee, officer, employee or agent, and shall inure to the benefit of the estate, heirs, executors and administrators of such person. Nothing contained in this Article Tenth shall be deemed to prohibit, and the Corporation is specifically authorized to enter into, agreements with members, trustees, officers, agents and employees of the Corporation and persons serving, at the request of the Corporation as a director, officer, partner, trustee or similar official, agent or employee of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to an employee compensation or other benefit plan (a) which provide indemnification rights and procedures corresponding with those provided herein; (b) which expand such rights or modify such procedures to incorporate any subsequent changes in the indemnification provisions of the Delaware General Corporation Law (or any successor law applicable to non-profit corporations that may be adopted in Delaware); (c) which permit indemnification under any other circumstances approved by a majority of disinterested members of the Board or by the members; or (d) which do any combination of the foregoing. All rights to indemnification or to consideration for indemnification under this Article Tenth shall be deemed to be a contract between the Corporation and each person who serves or served as an officer or trustee at any time while this Article Tenth is in effect. This Article Tenth shall be binding upon any successor corporation to this Corporation, whether by way of acquisition, merger, consolidation or otherwise.

K. Savings Clause. If this Article Tenth or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall, in the case of members, trustees and officers, and may, in the case of employees and agents, nevertheless indemnify such person for any costs, charges, expenses (including attorneys' fees), judgments, fines, excise taxes or penalties (including those incurred under the Employee Income Retirement Security Act of 1974, but expressly excluding those incurred under provisions of Chapter 42 of the Internal Revenue Code), and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation, to the full extent permitted by any applicable portion of this Article Tenth that shall not have been invalidated and to the full extent permitted by applicable law.

L. Subsequent Legislation. If the Delaware General Corporation Law is amended (or if any successor law applicable to non-profit corporations is adopted in Delaware) after approval by the members of this Article Tenth to further expand the indemnification permitted to members, trustees, officers, employees or agents of the Corporation, then the Corporation shall, in the case of members, trustees and officers, and may, in the case of employees and agents, indemnify such persons to the fullest extent permitted by the Delaware General Corporation Law, as so amended (or any successor law applicable to non-profit corporations adopted in Delaware).

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation, having been duly approved and adopted in accordance with the provisions of Sections 242 and 245 of the Delaware General Corporation Law and which restates, amends and supersedes the Amended and Restated Certificate of Incorporation of the Corporation, filed with the Secretary of the State of Delaware on October 30, 1997, has been signed by A. Douglas Henderson, its duly authorized officer, this 10 day of March, 2010.

THE A.D. HENDERSON FOUNDATION, INC.

By: 
A. Douglas Henderson
Title: President