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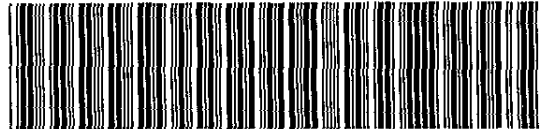
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ACCOUNT NO. : 072100000032

REFERENCE : 006934 7208815

AUTHORIZATION :

Patricia Pigute

COST LIMIT : \$ 105.00

ORDER DATE : April 8, 2003

ORDER TIME : 1:40 PM

ORDER NO. : 006934-010

CUSTOMER NO: 7208815

CUSTOMER: Mark T. Tate, Esq
Mark T. Tate, P.a.
212 South Magnolia Ave

Tampa, FL 33606

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DOMESTIC AMENDMENT FILING

NAME: KINSMAN HOSPITALITY OF
CLEARWATER, LTD.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Darlene Ward -- EXT# 1135

EXAMINER'S INITIALS: _____

**FIRST AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
KINSMAN HOSPITALITY OF CLEARWATER, LTD.**

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THIS FIRST AMENDMENT ("Amendment") to the Certificate of Limited Partnership (the "Certificate") for **KINSMAN HOSPITALITY OF CLEARWATER, LTD.**, a Florida limited partnership (the "Partnership"), is made effective the 7th day of April, 2003, by **KINSMAN PROPERTIES CORPORATION**, an Ohio corporation ("Kinsman"), as the old General Partner, and **KINSMAN CLEARWATER PROPERTIES CORPORATION**, a Florida corporation ("Clearwater"), as the new General Partner.

WHEREAS, Kinsman caused the filing of the Certificate with the Department of State of Florida, effective January 15, 2003 (the "Certificate");

WHEREAS, the Partnership's lender has required the change of the Partnership's general partner and the inclusion of certain loan-related covenants in the Certificate, as hereinafter described; and

WHEREAS, in accordance with Florida Statute Section 620.109, this Amendment shall be filed with the Department of State of Florida, to amend the Certificate as follows:

NOW, THEREFORE, the parties do hereby amend the Agreement as follows:

1. **Admission of New General Partner.** The parties agree that Clearwater has replaced Kinsman as General Partner, and therefore Section 3 of the Certificate is hereby amended by deleting the existing Section 3 and replacing it with the following:

3. **General Partner.** The name and business address of the general partner is:

Kinsman Clearwater Properties Corporation
One Steinbrenner Drive
Tampa, FL 33614

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2. **Lender Required Terms.** At all time while the Partnership is obligated under the Loan (hereinafter described), the following Section 6 shall be a part of the Certificate, provided that the terms of Section 6 shall terminate, and shall be of no force or effect, upon the payment or other release of the Partnership under the Loan:

6. **Lender Required Terms.**

6.1 The purpose for which the Partnership is organized is limited to solely to (a) owning, holding, selling, leasing, transferring, exchanging, operating and managing the premises

located at 3211 Executive Drive, Clearwater, Florida (the "Mortgaged Premises"), (b) entering into a Note and Mortgage Assumption Agreement (the "Assumption Agreement") with Wells Fargo Bank, as Trustee for Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2001-CP4 (the "Trust," together with its successors and/or assigns, the "Lender"), (c) refinancing the Mortgaged Premises in connection with a permitted repayment of that certain loan in the original principal sum of \$3.4 million (the "Loan") currently held by the Trust, and (d) transacting any and all lawful business for which a limited partnership may be organized under Florida law that is incident, necessary and appropriate to accomplish the foregoing.

6.2 The Partnership's ability to incur indebtedness other than the Loan is limited to incurring liabilities in the ordinary course of its business that are related to the ownership and operation of the Mortgaged Premises.

6.3 The Partnership is prohibited from engaging in any dissolution, liquidation, consolidation, merger or sale of assets for so long as the Loan is outstanding.

6.4 The Partnership's ability to enter into transactions with affiliates is limited only to transactions on an arm's length basis and on commercially reasonable terms.

6.5 No transfer of any direct or indirect ownership interest in the Partnership may be made unless such transfer is consented to by Lender, if such consent is required by the documents evidencing or securing the Loan (collectively, the "Loan Documents"). Lender may condition its consent upon the delivery of an acceptable non-consolidation opinion to the holder of the Loan and to any applicable rating agency concerning, as applicable, the Partnership, the new transferee and/or their respective owners.

6.6 The Partnership shall:

- a. maintain books and records separate from any other person or entity;
- b. maintain its bank accounts separate from any other person or entity;
- c. not commingle its assets with those of any other person or entity and shall hold all of its assets in its own name;
- d. conduct its own business in its own name;
- e. maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity;
- f. pay its own liabilities and expenses only out of its own funds;
- g. observe all partnership and other organizational formalities;

h. maintain an arm's length relationship with its affiliates, and enter into transactions with affiliates only on a commercially reasonable basis;

i. pay the salaries of its own employees from its own funds;

j. maintain a sufficient number of employees in light of its contemplated business operations;

k. not guarantee or become obligated for the debts of any other entity or person;

l. not hold out its credit as being available to satisfy the obligations of any other person or entity;

m. not acquire the obligations or securities of its affiliates or owners, including partners, members or shareholders, as appropriate;

n. not make loans to any other person or entity or to buy or hold evidence of indebtedness issued by any other person or entity (other than cash and investment-grade securities);

o. allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;

p. use separate stationery, invoices, and checks bearing its own name;

q. not pledge its assets for the benefit of any other person or entity;

r. hold itself out as a separate identity;

s. correct any misunderstanding regarding its separate identity;

t. not identify itself as a division of any other person or entity; and

u. maintain adequate capital in light of its contemplated business operations.

6.7 Notwithstanding anything contained in this or any other organization document to the contrary, any obligation which Partnership may owe to any of its officers, directors, partners, members, shareholders or affiliates (collectively, "Interested Parties"), whether characterized as a salary, fee or indemnification, shall constitute a claim against Partnership until, and shall be subject to and fully subordinate to, the prior payment in full of the Loan; provided, however, so

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long as no Default or Event of Default exists under the Loan Documents, to the extent Partnership has cash flow or other available liquid assets (exclusive of any reserve accounts to be maintained under the Loan Documents) in excess of the amount necessary to make current payments of principal and interest due under the Loan Documents, Partnership may pay when due (without any acceleration caused by Partnership) the scheduled obligations due to the Interested Parties.

6.8 At least one general partner of the Partnership shall be a special purpose entity (known as the "Special Purpose General Partner") that complies with all of the criteria described in the applicable Sections 6.10 to 6.12 below, except as modified to reflect its position as General Partner of the Partnership.

6.9 Upon the disassociation or withdrawal of the Special Purpose General Partner from the Partnership or the bankruptcy, insolvency or liquidation of the Special Purpose General Partner, the Partnership shall appoint a new Special Purpose General Partner and deliver an acceptable non-consolidation opinion to the holder of the Loan and to any applicable rating agency concerning, as applicable, the Partnership, the new Special Purpose General Partner, and its owners.

6.10 If there are one or more general partners in addition to the Special Purpose General Partner, the Partnership shall continue (and not dissolve) for so long as a solvent general partner exists.

6.11 The Special Purposes General Partner shall own at least a 1% interest in the Partnership.

6.12 The unanimous consent of all partners (including that of the Special General Purpose Partner) is required for the Partnership to:

- a. file or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; institute any proceedings under any applicable insolvency law or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally;
- b. seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Partnership or a substantial portion of its properties;
- c. make any assignment for the benefit of Partnership's creditors; or
- d. take any action in furtherance of any of the foregoing.

6.13 The Partnership is prohibited from amending the provisions specified in

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subsections 6.1- 6.12 above without the approval of such amendment by the Lender. Lender may condition its approval on obtaining, at Partnership's cost and expense, a confirmation from each of the applicable rating agencies that such amendment would not result in the qualification withdrawal or downgrade of any securities rating.

KINSMAN PROPERTIES CORPORATION

By: [Signature]
Harold Z. Steinbrenner, President

"Kinsman"

KINSMAN CLEARWATER PROPERTIES CORPORATION

By: [Signature]
Harold Z. Steinbrenner, President

"Clearwater"

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th of April, 2003, by HAROLD Z. STEINBRENNER, as President of Kinsman Properties Corporation, as the old General Partner, who is personally known to me or who has produced _____ as identification.

[Signature]
Print Name Susan C. Moore

"NOTARY PUBLIC"

My Commission Expires:



Susan C. Moore
Commission # CC 925890
Expires April 13, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 7th of April, 2003, by
HAROLD Z. STEINBRENNER, as President of Kinsman Clearwater Properties Corporation, as
the new General Partner, who is personally known to me or who has produced _____
identification.

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Susan C. Moore

Print Name Susan C. Moore

"NOTARY PUBLIC"

My Commission Expires:



Susan C. Moore
Commission # CC 925890
Expires April 13, 2004
Bounded Thru
Atlantic Bonding Co., Inc.