

Florida Department of State
Division of Corporations
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To:

Division of Corporations
Fax Number : (850) 617-6380

From:

AMY J. PATTERSON

Account Name : CNL FINANCIAL GROUP, INC.
Account Number : 113615003626
Phone : (407) 650-~~1540~~ 1540
Fax Number : (407) 540-2699

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: Amy.Patterson@cnl.com

FILED
2012 FEB 27 PM 2:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**COR AMND/RESTATE/CORRECT OR O/D RESIGN
CNL INCOME CULPEPPER TRS CORP.**

Certificate of Status	1
Certified Copy	1
Page Count	14
Estimated Charge	\$52.50

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TALLAHASSEE, FLORIDA

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Corporate Filing Menu

Help

APR
2/27/12

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to s. 607.1504, F.S.)

SECTION I
(1-3 MUST BE COMPLETED)

F11000002990

(Document number of corporation (if known))

1. CNL Income Culpepper TRS Corp.
(Name of corporation as it appears on the records of the Department of State)

2. Delaware 3. July 25, 2011
(Incorporated under laws of) (Date authorized to do business in Florida)

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? July 26, 2011

5. CNL Income SHC Tenant TRS Corp.
(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

(New jurisdiction)

8. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.

Amy J. Patterson
(Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)

Amy J. Patterson
(Typed or printed name of person signing)

Assistant Secretary
(Title of person signing)

FILED
2012 FEB 27 PM 2:42
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "CLP SHC TENANT TRS CORP." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-SEVENTH DAY OF JUNE, A.D. 2011, AT 5:38 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "CNL INCOME CULPEPPER TRS CORP." TO "CNL INCOME SHC TENANT TRS CORP.", FILED THE TWENTY-SIXTH DAY OF JULY, A.D. 2011, AT 11:47 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "CNL INCOME SHC TENANT TRS CORP." TO "CLP SHC TENANT TRS CORP.", FILED THE TWENTY-SEVENTH DAY OF JANUARY, A.D. 2012, AT 12:16 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "CLP SHC TENANT TRS CORP.".

5002944 8100H

120223677

You may verify this certificate online
at corp.delaware.gov/authvex.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9389281

DATE: 02-24-12

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:01 PM 06/27/2011
FILED 05:38 PM 06/27/2011
SRV 110767050 - 5002944 FILE

**CERTIFICATE OF INCORPORATION
OF
CNL INCOME CULPEPPER TRS CORP.**

A STOCK CORPORATION

The undersigned, a natural person, for the purpose of organizing a corporation for conducting the business and promoting the purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware, particularly Chapter 1, Title 8 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified and referred to as the General Corporation Law of the State of Delaware (the "General Corporation Law"), hereby certifies that the facts herein stated are true, as follows:

FIRST: The name of the corporation is **CNL Income Culpepper TRS Corp.** (the "Corporation").

SECOND: The address of the Corporation in the State of Delaware is c/o National Registered Agents, Inc., 160 Greentree Drive, Suite 101, City of Dover, County of Kent, Delaware 19904, and the name of the registered agent of the Corporation in the State of Delaware is National Registered Agents, Inc.

THIRD: The activities and sole purposes of the Corporation are:

(a) leasing from (i) CNL Income Springfield MO Owner, LLC, a Delaware limited liability company and Affiliate of the Corporation ("Springfield LLC"), all of Springfield LLC's interests in the senior housing community and related facilities commonly known as "Culpepper Place of Springfield, Missouri" located at 3540 East Cherokee in Springfield, Missouri (the "Springfield Property") pursuant to the terms of a lease agreement between Springfield LLC, as lessor, and the Corporation, as lessee (together with any and all amendments, restatements, supplements, modifications, renewals or assignments thereto or thereof, and including any replacements thereof, collectively, the "Springfield Lease"), (ii) CNL Income Chesterfield MO Owner, LLC, a Delaware limited liability company and Affiliate of the Corporation ("Chesterfield LLC"), all of Chesterfield LLC's interests in the senior housing community and related facilities commonly known as "Culpepper Place of Chesterfield" located at 2410 West Chesterfield Boulevard in Springfield, Missouri (the "Chesterfield Property") pursuant to the terms of a lease agreement between Chesterfield LLC, as lessor, and the Corporation, as lessee (together with any and all amendments, restatements, supplements, modifications, renewals or assignments thereto or thereof, and including any replacements thereof, collectively, the "Chesterfield Lease"), (iii) CNL Income Branson MO Owner, LLC, a Delaware limited liability company and Affiliate of the Corporation ("Branson LLC"), all of Branson LLC's interests in the senior housing community and related facilities commonly known as "Culpepper Place at Branson Meadows, Missouri" located at 5351 Gretna Road in Branson, Missouri (the "Branson Property") pursuant to the terms of a lease agreement between Branson LLC, as lessor, and the Corporation, as lessee (together with any and all amendments, restatements, supplements, modifications, renewals or assignments thereto or thereof, and including any replacements thereof, collectively, the "Branson Lease"), (iv) CNL Income Nevada MO Owner, LLC, a Delaware limited liability company and Affiliate of the Corporation

("Nevada LLC"), all of Nevada LLC's interests in the senior housing community and related facilities commonly known as "Culpepper Place of Nevada, Missouri" located at 640 East Highland Avenue in Nevada, Missouri (the "Nevada Property") pursuant to the terms of a lease agreement between Nevada LLC, as lessor, and the Corporation, as lessee (together with any and all amendments, restatements, supplements, modifications, renewals or assignments thereto or thereof, and including any replacements thereof, collectively, the "Nevada Lease"); (v) CNL Income Springdale AR Owner, LLC, a Delaware limited liability company and Affiliate of the Corporation ("Springdale LLC"), all of Springdale LLC's interests in the senior housing community and related facilities commonly known as "Culpepper Place of Springdale, Arkansas" located at 672 Jones Road in Springdale, Arkansas (the "Springdale Property") pursuant to the terms of a lease agreement between Springdale LLC, as lessor, and the Corporation, as lessee (together with any and all amendments, restatements, supplements, modifications, renewals or assignments thereto or thereof, and including any replacements thereof, collectively, the "Springdale Lease"); and (vi) CNL Income Jonesboro AR Owner, LLC, a Delaware limited liability company and Affiliate of the Corporation ("Jonesboro LLC"), all of Jonesboro LLC's interests in the senior housing community and related facilities commonly known as "Culpepper Place of Jonesboro, Arkansas" located at 4210 South Caraway Road in Jonesboro, Arkansas (the "Jonesboro Property") and, collectively with the Springfield Property, the Chesterfield Property, the Branson Property, the Nevada Property and the Springdale Property, the "Properties" pursuant to the terms of a lease agreement between Jonesboro LLC, as lessor, and the Corporation, as lessee (together with any and all amendments, restatements, supplements, modifications, renewals or assignments thereto or thereof, and including any replacements thereof, collectively, the "Jonesboro Lease" and, collectively with the Springfield Lease, the Chesterfield Lease, the Branson Lease, the Nevada Lease and the Springdale Lease, the "Leases"); and

(b) operating the business conducted at the Properties, managing, subleasing, improving and repairing the Properties, directly or indirectly through one (1) or more agents, for the production of income; and

(c) entering into one (1) or more management agreements and management-related agreements with a management entity or entities not Affiliated with the Corporation for the operation and management of the Properties (together with any and all amendments, restatements, supplements, modifications, renewals or assignments thereto or thereof, and including any replacements thereof, collectively, the "Management Agreements"); and

(d) performing its obligations under, and collaterally assigning and/or subordinating its interests in the Leases and/or the Management Agreements, and any other contracts, agreements or assets of the Corporation as security for, a loan made or to be made to the Corporation, an Affiliate or a group of Affiliates, or a combination of any one (1) or more of the foregoing, by a commercial or savings bank, savings and loan association, public or privately-held fund engaged in real estate and/or corporate lending, pension fund, insurance company, endowment fund or trust, real estate investment trust, government agency, or quasi-governmental agency, such as a board, bureau, authority or department of any federal, state or local government, any corporation established by or for the benefit of any federal, state or local governmental agency or authority, any asset manager or investment advisor acting on behalf of any such entity, or any entity composed of one or more of the foregoing (together with its

Affiliates, successors and permitted assigns, a "Lender"), which Loan shall be evidenced by a loan agreement or similar instrument executed with Lender (together with any all amendments, supplements, restatements, modifications and/or refinancings thereof and/or thereto, a "Loan Agreement") (any such Loan Agreement, together with all promissory notes, mortgages, agreements, documents and instruments executed in connection therewith, including all amendments, supplements, restatements, modifications and/or refinancings thereof and/or thereto, individually or collectively as the context requires, the "Loan Document(s)"); and

(e) incurring operating debt in the ordinary course of business of the Corporation, to the extent not prohibited by any Loan Document; and

(f) doing all lawful acts necessary or incidental to the foregoing purposes.

FOURTH: The Corporation is authorized to issue One Hundred (100) shares of One and No/100 dollar (\$1.00) par value voting common stock.

FIFTH: The name and the mailing address of the Incorporator are as follows:

Amy J. Patterson	CNL Center at City Commons
	450 S. Orange Avenue
	Orlando, Florida 32801-3336

SIXTH: The Corporation shall have at least three (3) directors. The number of directors may be either increased or decreased from time to time as provided in the Bylaws of the Corporation, but shall never be less than three (3) directors.

SEVENTH: In furtherance and not in limitation of the powers conferred by statute, the Corporation's Board of Directors is expressly authorized to alter, amend, repeal or adopt the Bylaws of the Corporation. In the event of any conflict between the Bylaws of the Corporation and this Certificate of Incorporation, this Certificate of Incorporation shall control.

EIGHTH: Elections of directors need not be by written ballot unless, and to the extent, so provided in the Corporation's Bylaws.

NINTH:

(a) Notwithstanding any provision hereof to the contrary, and in order to qualify as a so-called "Special Purpose Entity" in addition to the other provisions set forth in this Certificate of Incorporation, the Corporation shall conduct its affairs in accordance with the following provisions.

(i) It shall not engage in any business or activity other than the purposes set forth in Article THIRD hereof, and activities incidental thereto;

(ii) It shall not acquire or own any material assets other than its interests in the Properties, as more particularly set forth in Article THIRD hereof;

(iii) It shall not merge into or consolidate with any Person, or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

(iv) It shall not fail to observe all organizational and corporate governance formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the applicable legal requirements of the jurisdiction of its organization or formation, or fail to qualify and remain in good standing in all jurisdictions in which the nature of its business requires such qualifications, or amend, modify or fail to comply with (in any material respect), or terminate, the provisions of its formation, organizational or governance documents;

(v) It shall not own any other subsidiary, or make any investment in, any Person, except as otherwise permitted under Loan Documents;

(vi) It shall not commingle its funds or assets with the funds or assets of any other Person, except as otherwise permitted under Loan Documents;

(vii) It shall not incur or assume any debt on behalf of itself, secured or unsecured, direct or contingent (including guaranteeing any obligation) other than (i) as permitted under Loan Documents, (ii) trade and operational indebtedness incurred in the ordinary course of business with trade creditors (including obligations in respect of alterations, replacements and capital), and/or (iii) financing leases and purchase money indebtedness incurred in the ordinary course of business relating to personal property on commercially reasonable terms and conditions;

(viii) It shall not fail to maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person; except that the Corporation's financial position, assets, liabilities, net worth and operating results may be included in the consolidated financial statements of an Affiliate, provided that the Corporation is properly reflected and treated as a separate legal entity in such consolidated financial statements, and that its assets are not available to satisfy claims of the consolidated entities;

(ix) It shall not enter into, on behalf of itself, any contract or agreement with any of its stockholders, principals and/or Affiliates, or any stockholder, member, principal, partner or Affiliate thereof, except upon terms and conditions that are intrinsically fair, commercially reasonable and no less favorable to it than those that would be available on an arm's-length basis with third parties, except as contemplated by Loan Documents;

(x) It shall not maintain its assets in such a manner that it shall be costly or difficult to segregate, ascertain or identify its individual assets from those of any of its stockholders, principals and Affiliates, or any member, stockholder, principal, partner or Affiliate thereof or any other Person;

(xi) It shall not assume or guaranty the debts of any other Person, hold itself out to be responsible for the debts of any other Person, or otherwise pledge its assets for

the benefit of any other Person or hold out its credit as being available to satisfy the obligations of any other Person, except as otherwise permitted or required under Loan Documents;

(xii) It shall not make any loans or advances to any Person, except as otherwise permitted under Loan Documents;

(xiii) It shall not fail to either file its own tax returns or, if applicable, a consolidated federal income tax return, as required by applicable legal requirements;

(xiv) It shall not fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or Person (and not as a division or part of any other Person except as required by federal or state income tax reporting), fail to (and has not failed to) correct any known misunderstanding regarding its separate identity, or fail to conduct its business solely in its own name in order not (A) to mislead others as to the identity with which such other party is transacting business, or (B) to suggest that the Corporation is responsible for the debts of any third party (including any of its stockholders, principals and Affiliates, or any general partner, managing member, stockholder, principal of Affiliate thereof);

(xv) It shall not fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(xvi) It shall not, without the unanimous written consent of 100% of the directors of the Corporation, (A) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any creditors rights laws, (B) seek or consent to the appointment of a receiver, liquidator or any similar official, (C) take any action that might cause such entity to become insolvent, or (D) make an assignment for the benefit of creditors;

(xvii) It shall not fail to remain solvent or to pay its own liabilities and expenses only out of its own funds as the same shall become due;

(xviii) It shall not fail to pay the salaries of its own employees (if any) from its own funds and to maintain either a sufficient number of employees (if any) or independent contractors pursuant to arm's length agreement(s) for necessary and appropriate business activities and administration in light of its contemplated business operations;

(xix) It shall not, to the extent the Corporation has or requires an office, fail to establish and maintain an office through which its business shall be conducted separate and apart from that of any of its Affiliates, or fail to fairly and reasonably allocate shared expenses (including, without limitation, shared office space and services performed by an employee of an Affiliate) among the Persons sharing expenses;

(xx) It shall not fail to conduct business in its own name (except for services rendered under a management agreement so long as the manager, or equivalent thereof,

under such management agreement holds itself out as acting on behalf of the Corporation);

(xxi) It shall not fail to maintain and use separate stationery, invoices and checks from those of any other Person;

(xxii) It shall not acquire the obligations or securities of any of its Affiliates, or have its obligations guaranteed by any Affiliate;

(xxiii) It shall not violate or cause to be violated the assumptions made with respect to the Corporation and its principals in any opinion letter pertaining to substantive consolidation delivered to a Lender in connection with a Loan;

(xxiv) It shall not fail to hold its assets in its name; and

(xxv) It shall not fail to maintain an arms-length relationship with its Affiliates.

(b) The Corporation and its officers and directors hereby waive their right to dissolve or terminate (and waive their right to consent to the dissolution or termination of) the Corporation or this Certificate of Incorporation, and shall not take any action towards that end, so long as any Loan remains outstanding.

(c) The Corporation shall not allow the transfer of any direct or indirect ownership interest in the Corporation such that the transferee owns, in the aggregate with the ownership interests of its Affiliates and family members in the Corporation, more than a forty-nine percent (49%) interest in the Corporation (or such other interest as specified in any Loan Documents or by a rating agency), unless such transfer is conditioned upon the delivery of an acceptable non-consolidation opinion to the holder of a Loan and to any applicable rating agency concerning, as applicable, the Corporation, the new transferee and/or their respective owners.

For purpose of this Article NINTH, the following terms shall have the following meanings:

"Affiliate" means any Person Controlling or Controlled by or under common Control with the Corporation, including, without limitation (i) any Person who has a familial relationship, by blood, marriage or otherwise with any director, officer or employee of the Corporation, its Parent, or any affiliate thereof and (ii) any Person which receives compensation for administrative, legal or accounting services from the Corporation, its Parent or any Affiliate thereof.

"Control" when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms "Controlling" and "Controlled" have meanings correlative to the foregoing.

"Parent" means, with respect to a corporation, any other corporation owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the corporation.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, limited partnership, limited liability partnership, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or other organization, whether or not a legal entity, and any governmental authority.

TENTH: Indemnification. The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Delaware any Person who was or is a party or was 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 a director, officer, incorporator, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, trustee, employee or agent or in any other similar capacity with another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding 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, 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, and, with respect to any criminal action or proceeding, shall not, of itself, create a presumption that the person had reasonable cause to believe that his conduct was unlawful.

(a) **Payment of Expenses.** Expenses (including attorneys' fees) incurred in defending any civil, criminal, administrative or investigative action, suit or proceeding shall (in the case of any action, suit or proceeding against a director of the Corporation) or may (in the case of any action, suit or proceeding against an officer, trustee, employee or agent) be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors upon receipt of an undertaking by or on behalf of the indemnified Person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article TENTH.

(b) **Nonexclusivity of Provision.** The indemnification and other rights as set forth in this Article TENTH shall not be exclusive of any provisions with respect thereto in the Bylaws or any other contract or agreement between the Corporation and any officer, director, incorporator, employee or agent of the Corporation.

(c) **Effect of Repeal.** Neither the amendment nor repeal of this Article TENTH, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article TENTH, shall eliminate or reduce the effect of this Article TENTH in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in

respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article TENTH, if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(d) Limitation on Liability. No director or officer shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director or officer, except for any matter in respect of which such director or officer (A) shall be liable under Section 174 of the General Corporation Law of the State of Delaware or any amendment thereto or successor provision thereto, or (B) shall be liable by reason that, in addition to any and all other requirements for liability, he:

(i) shall have breached his duty of loyalty to the Corporation, which shall include a fiduciary duty to the Corporation's creditors, as well as to the Corporation's stockholders;

(ii) shall not have acted in good faith or, in failing to act, shall not have acted in good faith;

(iii) shall have acted in a manner involving intentional misconduct or a knowing violation of law or, in failing to act, shall have acted in a manner involving intentional misconduct or a knowing violation of law; or

(iv) shall have derived an improper personal benefit.

If the General Corporation Law of the State of Delaware is amended after the date hereof to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended.

ELEVENTH: To the extent permitted under the General Corporation Law, any Person (including, but not limited to, stockholders, directors, officers and employees of the Corporation or any Affiliate of the Corporation) may engage in or possess an interest in other business ventures of every nature and description, independently or with others, whether such ventures are competitive with the Corporation or otherwise, and neither the Corporation nor its stockholders shall have any right in or to such independent ventures or to the income or profits derived therefrom.

TWELFTH: Notwithstanding any other provision of this Certificate of Incorporation and any provision of law, for so long as any Loan remains outstanding, the Corporation shall not do, and shall not have the power to do, any of the following:

(a) engage in any business or activity other than as set forth in Article THIRD hereof;

(b) without the affirmative vote of all of the members of the Board of Directors of the Corporation, (i) institute proceedings to be adjudicated bankrupt or insolvent, (ii) consent to the institution of bankruptcy or insolvency proceedings against the Corporation, (iii)

file a petition on behalf of the Corporation seeking or consenting to reorganization of the Corporation or relief under any applicable federal or state law relating to bankruptcy, (iv) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Corporation or a substantial part of the property of the Corporation, (v) make a general assignment for the benefit of creditors of the Corporation, (vi) admit in writing the inability of the Corporation to pay its debts generally as they become due, or (vii) take any corporate action in furtherance of the actions set forth in clauses (i) through (vi) of this paragraph; or

(c) dissolve or liquidate the Corporation, in whole or in part, consolidate or merge the Corporation with or into any other entity or convey or transfer the Corporation's properties and assets substantially as an entirety to any entity.

THIRTEENTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in any manner now or hereafter provided herein or by statute and, except as provided in Article SEVENTH, all rights, preferences and privileges conferred by this Certificate of Incorporation upon stockholders, directors or any other Person are granted subject to such right; provided, however, that the Corporation shall not amend, alter, change or repeal any provision of Articles THIRD, SIXTH, SEVENTH, NINTH, TENTH, TWELFTH, this Article THIRTEENTH, or Article FOURTEENTH of this Certificate of Incorporation (the "Restricted Articles") without the affirmative vote of all of the members of the Board of Directors of the Corporation, and provided, further, that the Corporation shall not amend or change any provision of any Article other than the Restricted Articles, or add any Article, so as to be inconsistent with the Restricted Articles.

FOURTEENTH: When exercising any vote on whether the Corporation will take any action described in subparagraph (b) of Article TWELFTH hereof, each Director shall cast his vote recognizing that he owes his primary fiduciary duty or other obligation with respect to such vote to the Corporation (including, without limitation, the Corporation's creditors) and not to the stockholders of the Corporation (except as may specifically be required by the law of any applicable jurisdiction). Every stockholder of the Corporation shall be deemed to have consented to the foregoing by virtue of such stockholder's consent to this Certificate of Incorporation or acquisition of common stock of the Corporation.

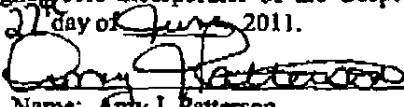
Signature on following page

02/27/12 13:05 FAX 4078501543

CSS ADMIN

013

IN WITNESS WHEREOF, the undersigned, sole incorporator of the Corporation has executed this Certificate of Incorporation on this 27th day of June 2011.


Name: Amy J. Patterson
Title: Sole Incorporator

CERTIFICATE OF AMENDMENT

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:55 AM 07/26/2011
FILED 11:47 AM 07/26/2011
SRV 110857226 - 5002944 FILE

TO CERTIFICATE OF INCORPORATION

OF

CNL INCOME CULPEPPER TRS CORP.

1. The name of the corporation is **CNL Income Culpepper TRS Corp.**
2. Article FIRST of the Certificate of Incorporation of the Corporation, filed on June 27, 2011, in the Office of the Secretary of State of the State of Delaware, is hereby amended in its entirety to read as follows:

"FIRST: The name of the corporation is **CNL Income SHC Tenant TRS Corp.**
(the "Corporation")."

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment to Certificate of Incorporation of CNL Income Culpepper TRS Corp., this 26th day of July, 2011.

By: /S/ AMY J. PATTERSON

Name: Amy J. Patterson

Title: Assistant Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:29 PM 01/27/2012
FILED 12:16 PM 01/27/2012
SRV 120094185 - 5002944 FILE

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
CNL INCOME SHC TENANT TRS CORP.

1. The name of the corporation is CNL INCOME SHC TENANT TRS CORP. (the "Corporation").

2. Article FIRST of the Certificate of Incorporation of the Corporation, filed on 6/27/2011, in the Office of the Secretary of State of the State of Delaware, shall be amended as follows:

"**FIRST:** The name of the corporation is CLP SHC Tenant TRS Corp. (the "Corporation")."

IN WITNESS WHEREOF, the undersigned Assistant Secretary of the Corporation has executed this Certificate of Amendment to Certificate of Incorporation this 27th day of January, 2012.

By: /S/ AMY J. PATTERSON

Name: Amy J. Patterson

Title: Assistant Secretary