

Division of Corporations

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To: Division of Corporations  
Fax Number : (850) 922-4000

From: LINDA A. SCARCELLI  
Account Name : CNL GROUP, INC.  
Account Number : 113615003626  
Phone : (407) 650-1000  
Fax Number : (407) 650-1065

Darlene -

Attached includes  
new page # 10 - Certificate  
which incorporates your  
recommended language.

## BASIC AMENDMENT

CNL LLB GP HOLDING CORP.

Thank you.

Linda Scarcelli

(407) 650-1552

Certificate of Status	1
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Amended &amp; Restated

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11/21/00 15:11 FL Dept of State p1 /1



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

November 21, 2000

CNL LLE GP HOLDING CORP.  
450 SOUTH ORANGE AVENUE  
ORLANDO, FL 32801

SUBJECT: CNL LLE GP HOLDING CORP.  
REF: P00000107540

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and resubmit the complete document, including the electronic filing cover sheet.

A certificate must accompany the Restated Articles of Incorporation setting forth either of the following statements: (1) The restatement was adopted by the board of directors and does not contain any amendment requiring shareholder approval. OR (2) If the restatement contains an amendment requiring shareholder approval, the date of adoption of the amendment and a statement setting forth the following: (a) the number of votes cast for the amendment by the shareholders was sufficient for approval (b) If more than one voting group was entitled to vote on the amendment, a statement designating each voting group entitled to vote separately on the amendment and a statement that the number of votes cast for the amendment by the shareholders in each voting group was sufficient for approval by that voting group.

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Darlene Connell  
Corporate Specialist

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AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
CNL LLB GP HOLDING CORP.

CNL LLB GP HOLDING CORP., a Florida corporation, pursuant to Sections 607.1006 and 607.1007, Florida Statutes, does hereby file the following Amended and Restated Articles of Incorporation:

- I. The name of the corporation is: CNL LLB GP Holding Corp.
- II. The Amended and Restated Articles of Incorporation are as follows:  
FIRST: The name of the corporation is CNL LLB GP HOLDING CORP.

SECOND: The address of the corporation in the State of Florida is CNL Center at City Commons, 450 South Orange Avenue, Orlando, Florida 32801, and the name of the registered agent of the corporation located at that address is Robert A. Bourne in the State of Florida.

THIRD: The business and sole purposes of the Corporation are limited to owning a general partner interest in and acting as the general partner of CNL LLB LP Holding, Ltd., a Florida limited partnership (the "Partnership"), performing all of the Corporation's obligations as general partner of the Partnership under the Limited Partnership Agreement of the Partnership as the same may be amended (the "Limited Partnership Agreement"), including making the capital contributions to the Partnerships required thereunder, exercising all rights provided to the Corporation under the Limited Partnership Agreement, complying and causing the Partnership to comply with the Florida Revised Uniform Limited Partnership Act and undertaking all actions and executing all instruments which the Corporation deems appropriate for the Corporation to comply with the Articles of Incorporation and to full carry out its duties and obligations under the Limited Partnership Agreement.

FOURTH: The Corporation is authorized to issue One Thousand (1,000) 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:

Linda Scarcelli                      450 South Orange Avenue  
Orlando, Florida 32801

SIXTH: The corporation shall have three (3) directors initially, one of whom shall be an "Independent Director" (as defined in Article NINTH). The number of directors may be increased or decreased from time to time as provided in the Bylaws of the corporation subject to the provisions of Article NINTH.

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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; provided; however, that any such alteration, amendment, repeal or adoption that relates to or affects in any way the criteria for or the qualifications of the Independent Director, or the requirement that the Corporation maintain at least one Independent Director, must receive the prior affirmative vote or written consent of each such Independent Director.

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

NINTH: Notwithstanding any provision hereof to the contrary, in order to preserve and ensure the Corporation's separate and distinct corporate identity, in addition to the other provisions set forth in the Articles of Incorporation, the Corporation shall conduct its affairs in accordance with the following provisions:

(a) It shall establish and maintain an office through which its business shall be conducted separate and apart from those of its parent and any affiliate, other than the Partnership, (although it may lease space from its parent or any affiliate pursuant to a written lease with third-party arm's length terms) and shall allocate fairly and reasonably any overhead for shared office space.

(b) It shall maintain separate corporate records and books of account from those of any other person (including but not limited to its parent and any affiliate).

(c) Its Board of Directors shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate actions, and in authorizing such actions, shall observe all corporate formalities. The Corporation shall at all times, except as noted hereafter, have at least one director (each an "Independent Director") each of whom (i) is not, directly, indirectly or beneficially, a stockholder, partner, customer or supplier of the Corporation, the Partnership, or any affiliate of any of the foregoing (the "Related Corporate Group"); (ii) is not a director, officer, employee or affiliate of the Corporation or any affiliate, other than the Partnership or any other affiliate of the Corporation which is a special purpose, bankruptcy remote entity; (iii) is not a natural person related to any person referred to in clause (i) or (ii); (iv) is not a trustee, conservator or receiver for any member of the Related Corporate Group; and (v) has (A) prior experience as an independent director for a corporation whose charter documents require the unanimous consent of all independent directors thereof before such corporation could consent to the institution of bankruptcy or insolvency proceedings against it or could file a petition seeking relief under any applicable federal or state law relating to bankruptcy. The Corporation shall cause each Independent Director to be paid a salary of not more than \$5,000 per year. In the event of the death, incapacity, resignation or removal of any Independent Director, the Board of Directors shall promptly appoint a replacement Independent Director; provided, however, that the Board of Directors shall not vote on any matter requiring the consent of all Independent Directors unless and until at least one Independent Director has been duly appointed to serve on the Board.

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(d) It shall not commingle assets with those of any other person (including but not limited to its parent and any affiliate).

(e) It shall conduct its own business in its own name.

(f) It shall cause its financial statements to be prepared in a manner that indicates the separate existence of the Corporation and its assets and liabilities; provided, however, that nothing contained herein shall prohibit the inclusion of the Corporation in consolidated financial statements with other entities, as long as the Corporation's separate existence is noted in any such statements.

(g) It shall make all payments, including payment of all of its liabilities (which includes salaries of any employees) out of its own funds, and not from the funds of its parent or any affiliate.

(h) It shall maintain an arm's length relationship with every other person (including but not limited to its parent or any affiliate).

(i) It shall not guarantee or become obligated for the debts of any other person, including its parent or any affiliate or hold out its credit as being available to satisfy the obligations of others (except that the Corporation may incur liabilities that arise because it is a general partner of the Partnership).

(j) It shall use stationery, invoices and checks separate from every other person (including but not limited to its parent and any affiliate).

(k) It shall not pledge its assets for the benefit of any other entity, including its parent and any affiliate.

(l) It shall hold itself to the public and creditors out as an entity separate from all other persons (including but not limited to its parent and any affiliate).

(m) It shall fairly and reasonably allocate, on an arm's length basis, all shared corporate operating services, leases and expenses, including, without limitation, those associated with the services of shared consultants and agents and shared computer equipment and software.

(n) It shall maintain adequate capitalization in light of its business and purpose.

(o) It shall conduct all of its business, whether orally or in writing, solely in its own name, and require that its employees, if any, when conducting its business, identify themselves as such and not as employees of any other person (including but not limited to its parent or any affiliates).

(p) It shall hold all of its assets in its own name and maintain all of its financial records and its deposit and other bank accounts separate from those of any other person (including but not limited to its parent or any affiliate).

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(q) It shall account for and manage of all its liabilities separate and apart from those of any other person (including but not limited to its parent or any affiliate).

(r) It shall take such actions as are reasonably necessary to correct any known misunderstanding regarding its separate identity.

(s) It shall observe all formalities of a Florida corporation and preserve its existence as an entity duly organized, validly existing and in good standing under the laws of the State of Florida.

(t) Except as set forth herein, it shall not acquire the obligations or securities of its affiliates.

(u) It shall not identify itself or the Partnership as a division or department of any other person (including but not limited to its parent or any affiliate), and shall not identify any other person (including but not limited to its parent or any affiliate) as a division or department of the Corporation.

(v) It shall not own or acquire any material assets other than such incidental personal property as may be necessary to act as the general partner of the Partnership.

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 parent, 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. For purposes of this definition, "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.

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"person" means any individual, corporation, partnership, limited partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

TENTH:

1. Indemnification. The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Florida 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.
2. 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.
3. 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.
4. Effect of Repeal. Neither the amendment nor repeal of this Article TENTH, subparagraph 1, 2, or 3, nor the adoption of any provision of this Certificate of Incorporation inconsistent with Article TENTH, subparagraph 1, 2, or 3, shall eliminate or reduce the effect of this Article TENTH, subparagraphs 1, 2, and 3, in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action,

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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, subparagraph 1, 2, or 3, if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

5. 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 607.0831 of the Business Corporation Act of the State of Florida 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 or its 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 Business Corporation Act of the State of Florida 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 Business Corporation Act of the State of Florida, as so amended.

ELEVENTH: Subject to the limitations on an Independent Director in Article NINTH, to the extent permitted under the Business Corporation Act of the State of Florida, 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 these Articles of Incorporation and any provision of law, 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 or authorize or permit the Partnership to engage in any business or activity other than as permitted under the Limited Partnership Agreement of the Partnership, as the same may be amended;

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(b) without the affirmative vote of all of the members of the Board of Directors of the Corporation (which must include the affirmative vote of all duly appointed Independent Directors), (i) dissolve or liquidate the Corporation, in whole or in part, or institute proceedings to be adjudicated bankrupt or insolvent, (ii) consent to the dissolution or liquidation of the Partnership, in whole or in part, or consent to the institution of proceedings seeking to have the Partnership adjudicated bankrupt or insolvent, (iii) consent to the institution of bankruptcy or insolvency proceedings against the Corporation or the Partnership, (iv) 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, (v) consent to the filing of a petition on behalf of the Partnership seeking or consenting to reorganization of the Partnership or relief under any applicable federal or state law relating to bankruptcy, (vi) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of either the Corporation or the Partnership or a substantial part of the property of either the Corporation or the Partnership, (vii) make a general assignment for the benefit of creditors of either the Corporation or the Partnership, (viii) admit in writing the inability of either the Corporation or the Partnership to pay its debts generally as they become due, or (ix) take any corporate action in furtherance of the actions set forth in clauses (i) through (viii) of this paragraph;

(c) without the affirmative vote of all of the members of the Board of Directors of the Corporation (which must include the affirmative vote of all duly appointed Independent Directors), consolidate or merge the Corporation or the Partnership with or into any other entity or convey or transfer the Corporation's properties and assets substantially as an entirety to any entity or cause or consent to the consolidation or merger of the Partnership with or into any other entity, or cause or consent to the conveyance transfer of the Partnership's properties and assets substantially as an entirety to any entity unless (i) the entity (if other than the Corporation or the Partnership) formed or surviving such consolidation or merger or that acquired by conveyance or transfer the properties and assets of the Corporation or the Partnership substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this Article TWELFTH and in Articles THIRD and NINTH, and (c) shall expressly assume the due and punctual performance of the obligations of the Corporation or the Partnership; (ii) all of the Independent Directors consent to such transaction; and (iii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this Corporation and be continuing; or

(d) incur debt, other than debt incurred as the general partner of the Partnership.

THIRTEENTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles 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 these Articles of Incorporation upon stockholders, directors or any other person are granted subject to such right; provided, however, that the Corporation shall not

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amend, alter, change or repeal any provision of Articles THIRD, SEVENTH, NINTH, TENTH, ELEVENTH, TWELFTH, THIRTEENTH, FOURTEENTH or FIFTEENTH of these Articles of Incorporation (the "Restricted Articles") without the affirmative vote of all of the members of the Board of Directors of the Corporation (which must include the affirmative vote of all duly appointed Independent Directors) 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 provided for in Articles NINTH and THIRTEENTH or in clauses (a) or (c) of Article TWELFTH hereof, each director shall cast its vote recognizing that it owes its fiduciary duty or other obligation with respect to such vote to the Corporation (including, without limitation, the Corporation's creditors) as well as to the stockholders of the Corporation. When exercising any vote on whether the Corporation will take any action described in paragraph (b) of the Article TWELFTH hereof, each Director shall cast its vote recognizing that it owes its 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 these Articles of Incorporation or acquisition of common stock of the Corporation.

FIFTEENTH: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts of omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 607.0831 of the Business Corporation Act, or (iv) for any transaction from which the director derived any improper personal benefit.

IN WITNESS WHEREOF, the undersigned officer of the corporation has executed these Amended and Restated Articles of Incorporation as of the 17th day of November 2000.

  
Printed Name Robert A. BourneTitle: President

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**ACCEPTANCE OF REGISTERED AGENT**

THE UNDERSIGNED, Robert A. Bourne, accepts his designation as Registered Agent for CNL LLB GP Holding Corp. and the obligations imposed on him as Registered Agent pursuant to the Florida Business Corporation Act, Florida Statutes, Chapter 607.

EXECUTED as of the 17th day of November, 2000.



Robert A. Bourne, Registered Agent

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**CERTIFICATE**

The foregoing Amended and Restated Articles of Incorporation of CNL LLB GP Holding Corp. contains an amendment to the Articles of Incorporation requiring unanimous approval by the Board of Directors and was approved and adopted by the Corporation's Board of Directors by Unanimous Written Consent dated effective as of November 17, 2000. The foregoing Amended and Restated Articles of Incorporation of CNL LLB GP Holding Corp. does not contain an amendment to the Articles of Incorporation requiring shareholder approval.

**EXECUTED** as of the 17th day of November, 2000.

  
Printed Name: Robert A. BourneTitle: President

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