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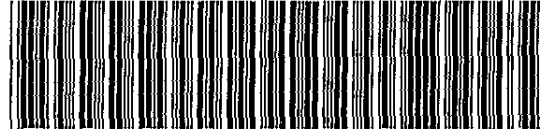
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ACCOUNT NO. : 072100000032

REFERENCE : 006934 7208815

AUTHORIZATION

COST LIMIT : \$ 43.75

ORDER DATE : April 8, 2003

ORDER TIME : 1:36 PM

ORDER NO. : 006934-005

CUSTOMER NO: 7208815

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

Tampa, FL 33606

DOMESTIC AMENDMENT FILING

NAME: KINSMAN CLEARWATER PROPERTIES
CORPORATION

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: _____

**AMENDMENT TO ARTICLES OF INCORPORATION
OF
KINSMAN CLEARWATER PROPERTIES CORPORATION**

FILED
2003 APR - 8 PM 2:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WHEREAS, the Articles of Incorporation of **Kinsman Clearwater Properties Corporation** were filed with and approved by the Secretary of State of the State of Florida on March 27, 2003, effective March 26, 2003; and

WHEREAS, it is the intention of the Board of Directors and the sole shareholder of **Kinsman Clearwater Properties Corporation**, that its Articles of Incorporation be amended in accordance with the proposed amendment hereinafter set forth; and

WHEREAS, the proposed amendment was approved and adopted by the Board of Directors and the sole shareholder of the Corporation as of the 7th day of April, 2003; and

WHEREAS, the approval of the Secretary of State of the State of Florida of the proposed amendment hereinafter set forth is hereby requested.

NOW, THEREFORE, the Articles of Incorporation of **Kinsman Clearwater Properties Corporation**, are hereby amended, by adding in its entirety this Article X, to-wit:

"ARTICLE X

Lender Required Provisions

Notwithstanding any other provision of these Articles to the contrary, the following provisions shall control and shall be effective so long as (i) the Corporation is the general partner of **Kinsman Hospitality of Clearwater, Ltd.**, a Florida limited partnership ("Kinsman Hospitality") and (ii) Kinsman Hospitality is obligated under that certain Note (the "Loan") described in that certain Note and Mortgage Assumption Agreement expected to be dated and entered into in April, 2003, among Wells Fargo Bank, as "Lender", Sunbelt - FCF, L.L.C., as "Original Borrower" and Kinsman Hospitality, as "New Borrower":

Section 1. Purpose. The purpose for which the Corporation is organized is limited solely to (a) being the general partner of Kinsman Hospitality (b) acting as, and exercising all of the authority of, the general partner of Kinsman Hospitality, and (c) the transacting any and all lawful business for which a corporation may be organized under Florida law that is incident, necessary and appropriate to accomplish the foregoing.

Section 2. Certain Prohibitions. The Corporation is prohibited from incurring indebtedness, except as it is liable for Kinsman Hospitality's indebtedness in its capacity as general partner. Furthermore, the Corporation is prohibited from engaging in any dissolution, liquidation, consolidation, merger or sale of assets for so long as the Loan is outstanding, and from causing Kinsman Hospitality to do any of the foregoing for as long as the Loan is outstanding. The Corporation's ability to enter into transactions with affiliates is limited to transactions on an arm's

length basis and on commercially reasonable terms.

Section 3. Transfer Restrictions. No transfer of any direct or indirect ownership interest in the Corporation 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 Corporation, the new transferee and/or their respective owners.

Section 4. Certain Additional Covenants. The Corporation shall continue serving in the capacity of general partner of Kinsman Hospitality so long as the Loan is outstanding. Furthermore, so long as the Loan is outstanding, the Corporation shall, on its own behalf, and shall cause Kinsman Hospitality to:

- 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 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 applicable corporate, partnership, limited liability company 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 (except for 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 known 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.

Section 5. Interested Party Subordination. Notwithstanding anything contained in this or any other organizational document to the contrary, any obligation which Corporation 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 Corporation until, and shall be subject to and fully subordinate to, the prior payment in full of the Loan; provided, however, so long as no Default or Event of Default exists under the Loan Documents, to the extent Corporation 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, Corporation may pay when due (without any acceleration caused by Corporation) the scheduled obligations due to the Interested Parties of Corporation.

Section 6. Independent Director. While the Loan is outstanding, the Corporation shall have at least one "Independent Director," defined as follows:

An "Independent Director" shall mean a director of the Corporation who for the five-year period prior to his, her or its appointment as Independent Director, has not been, and during the continuation of his, her or its service as Independent Director, will not be: (a) a stockholder, director, officer, employee or partner of the Corporation, Kinsman Properties, or an affiliate of either of them; (b) a customer, supplier or other person who derives more than 10% of its purchases or revenues from its activities with the Corporation, Kinsman Properties, or any affiliate of either of them; (c) a person or other entity controlling or under

common control with any such stockholder, partner, customer, supplier or other person; or (d) a member of the immediate family of any such stockholder, director, officer, employee, partner, customer, supplier or other person (as used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise).

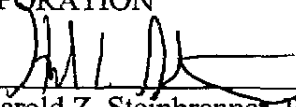
Section 7. Directors' Consent. The unanimous consent of all of the directors (including the consent of the Independent Director) is required for the Corporation to, and for the Corporation to cause Kinsman Hospitality to:

- 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 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 Corporation or Kinsman Hospitality or a substantial portion of their properties;
- c. Make any assignment for the benefit of the creditors of the Corporation or Kinsman Hospitality; or
- d. Take any action in furtherance of any of the foregoing.

Section 8. Amendments. The Corporation is prohibited from amending the provisions specified in Sections 1 – 7 above without approval of such amendment by the Lender. Lender may condition its approval on obtaining, at Borrower'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.

IN WITNESS WHEREOF, this Amendment to Articles of Incorporation is hereby executed on behalf of Kinsman Clearwater Properties Corporation, this 7th day of April, 2003.

KINSMAN CLEARWATER PROPERTIES
CORPORATION

By: 
Harold Z. Steinbrenner, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 7th day of April, 2003, by Harold Z. Steinbrenner, as President of Kinsman Clearwater Properties Corporation, a Florida corporation, who is personally known to me or who has produced _____ as identification.

Susan C. Moore

Susan C. Moore

Print Name

Notary Public

My Commission Expires:



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