

PO4000122713

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

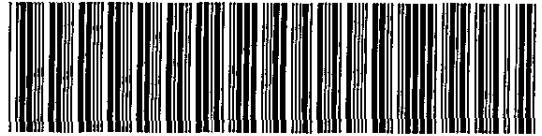
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

File per
Beth

Office Use Only



000040133550

08/24/04--01008--011 **251.25

RECEIVED
04 AUG 24 AM 10:18
DIVISION OF CORPORATION

RECEIVED
04 AUG 24 AM 11:15
DIVISION OF CORPORATION
FLORIDA

104-32078
TSR/25/04

Sunstate Research
Requester's Name

Address

City/State/Zip

Phone #

656-5454

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. CHC-SPC Land, Inc
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

☒ Walk in
☐ Mail out

☐ Pick up time
☐ Will wait

☐ Photocopy

☒ Certified Copy
☐ Certificate of Status

NEW FILINGS

☒ Profit
☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

AMENDMENTS

☐ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☐ Merger

OTHER FILINGS

☐ Annual Report
☐ Fictitious Name

REGISTRATION/QUALIFICATION

☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

August 24, 2004

SUNSTATE RESEARCH

SUBJECT: CHC-SPC LAND, INC.
Ref. Number: W04000032078

We have received your document for CHC-SPC LAND, INC. and your check(s) totaling \$251.25. However, the enclosed document has not been filed and is being returned for the following correction(s):

The articles of incorporation of a nonprofit corporation must be prepared in compliance with section 617.0202, Florida Statutes. Please refer to that section of the law for assistance.

The name of the entity must be identical throughout the document.

You must list at least one incorporator with a complete business street address.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6927.

Tracy Smith
Document Specialist
New Filings Section

Letter Number: 004A00051743

**Articles of Incorporation of
CHC-SPC LAND, INC.**

These Articles of Incorporation ("Articles") of CHC-SPC LAND, INC. (the "Corporation") are adopted as of August 16, 2004.

**Article I
Definitions**

"Borrower" means CHC-GRACE, LLC; CHC-LAKE, LLC and CHC-PETER, LLC, the three (3) limited liability companies of which the Corporation is the managing member.

"Borrower Operating Agreement" means the Limited Liability Agreements of each Borrower dated August 25, 2004.

"Independent Director" means a natural person who is not at the time of initial appointment as a director or at any time while serving as a director or manager of the Corporation and has not been at any time during the five (5) years preceding such initial appointment:

- (a) a stockholder, director (with the exception of serving as an Independent Director of the Corporation, officer, trustee, employee, partner, member, attorney or counsel of Corporation, the Borrower or any Affiliate of either of them;
- (b) a creditor, customer, supplier, or other person who derives any of its purchases or revenues from its activities with the Corporation, the Borrower or any Affiliate of either of them;
- (c) a Person Controlling or under common Control with any Person excluded from serving as Independent Director under (a) or (b); or
- (d) a member of the immediate family by blood or marriage of any Person excluded from serving as Independent Director under (a) or (b).

A natural person who satisfies the foregoing definition other than subparagraph (b) shall not be disqualified from serving as an Independent Director of the Corporation if such individual is an Independent Director provided by a nationally-recognized company that provides professional independent directors (a "Professional Independent Director") and other corporate services in the ordinary course of its business. A natural person who otherwise satisfies the foregoing definition other than subparagraph (a) by reason of being the independent director of a "special purpose entity" affiliated with the Corporation or the Borrower shall not be disqualified from serving as an Independent Director of the Corporation if such individual is either (i) a Professional Independent Director or (ii) the fees that such individual earns from serving as independent director of affiliates of the Corporation constitute in the aggregate less than five percent (5%) of such individual's annual income. Notwithstanding the immediately preceding sentence, an Independent Director may not simultaneously serve as Independent Director of the Corporation and independent director of a special purpose entity (other than the Corporation) that

FILED
CLERK OF DISTRICT COURT
JULY 26 PM 4:15
TALLAHASSEE, FLORIDA

owns a direct or indirect equity interest in the Borrower or a direct or indirect interest in any co-borrower with the Borrower.

For purposes of this paragraph, a "special purpose entity" is an entity, whose organizational documents contain restrictions on its activities and impose requirements intended to preserve such entity's separateness that are substantially similar to the Special Purpose Provisions of these Articles.

"Lender" means Column Financial, Inc. and each of its transferees, successors and assigns with respect to the Loan.

"Loan" means that certain \$18,500,000 loan from the Lender to the Borrower under the terms and conditions of the Loan Agreement.

"Loan Agreement" means that certain agreement containing the terms and conditions of the Loan between the Lender and the Borrower as such agreement may be assigned, extended, modified, amended and/or restated from time to time.

"Loan Documents" has the meaning set forth in the Loan Agreement.

"Property" means the property described in Exhibit A hereto

"Satisfaction Date" means the date on which all amounts outstanding under the Loan Documents shall have been satisfied and the lien of the Loan Documents shall have been released from the Property.

Article II

The Corporation

SECTION 2.1. *Name.* The business of the Corporation shall be conducted under the name "CHC-SPC LAND, INC."

SECTION 2.2. *Term.* The term of the Corporation shall be perpetual.

SECTION 2.3. *Purpose.* Subject to the limitations set forth elsewhere herein or in the Loan Documents, the purpose of the Corporation is to engage solely in the following activities: (i) to acquire and to own an equity interest in the Borrower pursuant to the terms and conditions of the Borrower Operating Agreement, (ii) to act as and to exercise the authority of the managing member of the Borrower pursuant to the Borrower Operating Agreement, and (iii) to transact any and all lawful business for which a corporation may be organized under the laws of the state of Florida that is incidental to the accomplishment of the foregoing. Until the Satisfaction Date, the Corporation shall continue to act as managing member of the Borrower and shall continue to own at least a 0.5% equity interest in the Borrower.

SECTION 2.4. *Place of Business.* The initial registered office of the Corporation shall be located at 526 East Park Avenue, Tallahassee, Florida 32301, and the initial registered agent shall be NRAI Services, Inc., who is a resident of the State of Florida, and whose business address is the same as the address of the initial registered office.

SECTION 2.5. *Authorized Shares.* The Corporation shall have authority to issue 1,000 shares of common stock, par value zero dollars and one cents (\$0.01) per share.

SECTION 2.6. *Name of Incorporator.* The name and address of the incorporator is Fred Larison, c/o Vanguard Corporate Services, 307 Hamilton Street, Albany, New York 12210.

SECTION 2.7. *Election of Directors.* Unless and to the extent that the By-Laws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

SECTION 2.8. *Amendment of By-Laws.* In furtherance and not in limitation of the powers conferred by the General Corporation Law of the State of Florida, the Board of Directors of the Corporation shall be authorized to make, alter, or repeal the By-Laws of the Corporation as and to the extent permitted therein.

Article III

Separateness Covenants

SECTION 3.1. *Negative Covenants.* Notwithstanding any other provision in these Articles or any provision of law that otherwise so empowers the Corporation, until the Satisfaction Date:

- A. The Corporation shall not do any of the following on behalf of the Corporation or cause the Borrower to do any of the following, without the unanimous affirmative vote of the Board of Directors of the Corporation (including the Independent Director):
- (1) with respect to the Corporation or the Borrower, 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;
 - (2) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Corporation or the Borrower or a substantial portion of the property of the Corporation or the Borrower;
 - (3) make any assignment for the benefit of the creditors of the Corporation or the Borrower; or
 - (4) take any action in furtherance of the foregoing subparagraphs (1) through (3).

B. The Corporation shall not do any of the following:

- (1) to the fullest extent permitted by law, dissolve;
- (2) liquidate, consolidate, merge, terminate or sell all or substantially all of the assets of the Corporation;
- (3) engage in any business activity unrelated to the being the managing member of the Borrower or beyond the scope of Section 2.3 hereof;
- (4) own any assets other than personal property related to, or derived from, being the managing member of the Borrower;
- (5) take any action that is reasonably likely to cause the Corporation or the Borrower to become insolvent;
- (6) commingle its assets with those of any other person or entity and hold all of its assets in its own name;
- (7) guarantee or become obligated for the debts of any other entity or person;
- (8) hold out its credit as being available to satisfy the obligations of any other person or entity;
- (9) acquire the obligations or securities of its affiliates, members, shareholders or partners;
- (10) make loans to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (other than cash and investment-grade securities);
- (11) pledge its assets to secure the obligations of any other person or entity;
- (12) identify itself as a division of any other person or entity;
- (13) form, hold or acquire any subsidiaries other than its equity interest in the Borrower.
- (14) incur any indebtedness other than in the ordinary course of being the managing member of the Borrower;
- (15) transfer or consent to the transfer of any direct or indirect ownership interests in the Corporation except as expressly permitted under the Loan Documents; or
- (16) amend, alter or change these Articles without (a) the prior written consent of the Lender, its successors or assigns and (b) after securitization of the

Loan, prior written confirmation from each rating agency that rates securities backed in whole or in part by the Loan or securities backed in whole or in part by such securities that such amendment, alteration or change shall not result in any qualification, withdrawal or downgrade of any such rating.

SECTION 3.2. *Affirmative Covenants.* Notwithstanding any other provision in these Articles or any provision of law that otherwise so empowers the Corporation, until the Satisfaction Date, the Corporation shall do each of the following:

- (1) maintain books and records separate from any other person or entity;
- (2) maintain its bank accounts separate from any other person or entity;
- (3) conduct its own business in its own name and strictly comply with all organizational formalities to maintain its separate existence;
- (4) except as permitted by the Loan Documents, maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity and shall not have its assets listed on the financial statement of any other entity; provided, however, that the Corporation's assets may be included in a consolidated financial statement of its affiliate provided that (i) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of the Corporation from such affiliate and to indicate that the Corporation's assets and credit are not available to satisfy the debts and other obligations of such affiliate or any other Person and (ii) such assets shall also be listed on the Corporation's own separate balance sheet;
- (5) pay its own liabilities and expenses only out of its own funds;
- (6) observe all necessary corporate formalities;
- (7) except for capital contributions or capital distributions permitted under the terms and conditions of these Articles, not enter into any transaction with an affiliate of the Corporation except on commercially reasonable terms similar to those available to unaffiliated parties in an arm's-length transaction;
- (8) pay the salaries of its own employees, if any, from its own funds;
- (9) maintain a sufficient number of employees, if any, in light of its contemplated business operations;
- (10) file its tax returns separate from those of any other entity and not file a consolidated tax return with any other entity;

- (11) 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;
- (12) use separate stationery, invoices and checks bearing its own name;
- (13) hold itself out as a separate legal entity;
- (14) promptly correct any known misunderstanding regarding its separate identity; and
- (15) maintain adequate capital in light of its contemplated business operations;
- (16) cause the Borrower to enter into and perform its obligations under the Loan Documents.
- (17) cause the Borrower to comply with the provisions of its Borrower Operating Agreement.

Article IV Board of Directors

SECTION 4.1. *Number.* The number of Directors constituting the Board of Directors shall be established by the Corporation's Bylaws, or in the absence of a bylaw establishing the number of Directors, the number of Directors shall be three, including at least [two] Independent Directors.

SECTION 4.2. *Indemnification.* Any indemnification by the Corporation in favor of any director or officer or any other indemnified party shall be fully subordinate to the Loan and shall not constitute a claim against the Corporation in the event that insufficient funds exist to repay the Loan.

SECTION 4.3. *Independent Directors.* The Corporation's Board of Directors shall at all times have at least two members [one member for loans less than \$50 million] who are Independent Directors. The Corporation shall not take any vote requiring the consent of the Independent Directors unless there are at least [two] Independent Directors then serving. The Independent Director's power and authority shall be limited to its rights to vote on the matters listed in Section 3.1A. No Independent Director may be removed unless his or her successor has been elected and has taken office. In the event of the death, incapacity or resignation of an Independent Director, the Board of Directors promptly shall appoint a replacement Independent Director as soon as practicable.

Dated: August 23, 2004



FRED LARISON, Incorporator

EXHIBIT A

(A) All that certain real property situated in the Counties of Hendry, Polk and Pinellas, State of Florida, more particularly described on Exhibit B-1, B-2 and B-3 attached hereto and incorporated herein by this reference (the "Land"), together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining thereto, and all of the estate, right, title, interest, claim and demand whatsoever of Borrower therein or thereto, either at law or in equity, in possession or in expectancy, now owned or hereafter acquired;

(B) That certain Ground Lease described on Exhibit B-1 attached hereto and incorporated herein by this reference (as the same may be hereafter amended or modified, the "Ground Lease") affecting the Property and the leasehold estates created thereby, including, without limitation, (i) all modifications, extensions and renewals of the Ground Lease; (ii) all rights of Borrower to renew or extend the term of the Ground Lease; (iii) all rights of Borrower to cancel, surrender or terminate the Ground Lease or the leasehold estate created thereby, whether such rights be contractual, statutory, or otherwise; (iv) all other credits, security deposits, options, privileges and rights granted and demised to Borrower under the Ground Lease; and (v) all of Borrower's rights pursuant to Section 365 of the Bankruptcy Code with respect to the Ground Lease and all leasehold estates created thereby, together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim and demand whatsoever of Borrower therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired;

(C) Those certain Facility Leases (as the same may be hereafter amended or modified, together the "Facility Lease"; the Ground Lease and the Facility Lease are collectively referred to herein as the "Property Lease") affecting the Property and the leasehold estates created thereby, including, without limitation, (i) all modifications, extensions and renewals of the Facility Lease; (ii) all rights of Borrower to renew or extend the term of the Facility Lease; (iii) all rights of Borrower to cancel, surrender or terminate the Facility Lease or the leasehold estate created thereby, whether such rights be contractual, statutory, or otherwise; (iv) all other credits, security deposits, options, privileges and rights granted and demised to Borrower under the Facility Lease; and (v) all of Borrower's rights pursuant to Section 365 of the Bankruptcy Code with respect to the Facility Lease and all leasehold estates created thereby, together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim and demand whatsoever of Borrower therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired; and

(D) All structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Land (the "Improvements"), including, without limitation, (i) the 155 bed skilled nursing facility known as "Grace Healthcare Center of Clewiston" (such facility, including the Improvements, the "Clewiston Facility") located on the Land described in Exhibit B-1, (ii) the 186 bed skilled nursing facility known as "Grace Healthcare of Lakeland" (such facility, including the improvements, the "Lakeland Facility")

located on the Land described in Exhibit B-2 and (iii) the 96 bed skilled nursing facility known as "Grace Healthcare of St. Petersburg" (such facility, including the improvements, the "St. Petersburg Facility") located on the Land described in Exhibit B-3;

(E) All easements, rights of way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower;

(F) All furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by Borrower and now or hereafter located on, attached to or used in or about the Facility, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, beds, linens, televisions, lamps, glassware, and chinaware, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, cleaning apparatus, telephones, cash registers, computers, rehabilitation equipment, restaurant and kitchen equipment, and medical, dental, therapeutic, diagnostic and paramedical equipment and supplies, and all kitchen, medical, dental, diagnostic, rehabilitation and other fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Borrower as are now or hereafter used or furnished in operating the Improvements, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Land or Improvements, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefor (exclusive of any of the foregoing owned or leased by tenants of space in the Improvements);

(G) All water, water courses, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights and powers which are appurtenant to, located on, under or above or used in connection with the Land or the Improvements, or any part thereof, together with (i) all utilities, utility lines, utility commitments, utility capacity, capital recovery charges, impact fees and other fees paid in connection with same, (ii) reimbursements or other rights pertaining to utility or utility services provided to the Land and/or Improvements and (iii) the present or future use or availability of waste water capacity, or other utility facilities to the extent same pertain to or benefit the Land and/or Improvements, including, without limitation, all reservations of or commitments or letters covering any such use in the future, whether now existing or hereafter created or acquired;

(H) All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Land;

(I) All cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by Lender pursuant to this Mortgage or any other of the Loan Documents (as hereinafter defined), including, without limitation, all funds now or hereafter on deposit in the Reserves (as hereinafter defined);

(J) All leases, licenses (to the extent assignable), tenancies, concessions and residency, occupancy or use agreements of the Land or the Improvements now or hereafter entered into and all rents, royalties, issues, profits, bonus money, revenue, income, payments, rates, charges for services rendered or to be rendered (including, without limitation, rights to payment earned under leases for space in the Property for the operation of ongoing retail businesses such as newsstands, concession stands, barbershops, beauty shops, gift shops, cafeterias, dining rooms, physicians' offices, pharmacies, laboratories, gymnasiums, swimming pools, tennis courts, golf courses, recreational centers, rehabilitation centers and specialty shops), rights and other benefits (collectively, the "Rents" or "Rents and Profits") of the Land or the Improvements, or the fixtures or equipment, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future lease (including, without limitation, oil, gas and mineral leases), license, tenancy, concession, occupancy agreement or other agreement pertaining thereto or arising from any of the Contracts (as hereinafter defined) or any of the General Intangibles (as hereinafter defined) and all cash or securities (the "Security Deposits") that secure performance by the tenants, residents or other parties, as applicable, of their obligations under any such leases, licenses, concessions or residency, occupancy or use agreements, whether said cash or securities are to be held until the expiration of the terms of said leases, licenses, concessions or residency, occupancy or use agreements or applied to one or more of the installments of rent coming due prior to the expiration of said terms;

(K) All contracts and agreements now or hereafter entered into covering any part of the Land or the Improvements, whether entered into by Mortgagor or Mortgagor's agent or any manager or administrator of the Property, including, without limitation, contracts and agreements with respect to the operations conducted or to be conducted at the Facility (collectively, the "Contracts") and all revenue, income and other benefits thereof, including, without limitation, managed care contracts, insurance contracts, contracts for the payment of services rendered (to the extent assignable), management agreements, service agreements, administrative and consulting agreements, maintenance contracts, supply contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Land or the Improvements (including plans, specifications, studies, drawings, surveys, tests, operating and other reports, bonds and governmental approvals) or to the management or operation of any part of the Land or the Improvements;

(L) All present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Land or the Improvements;

(M) All present and future funds, accounts (including, without limitation any rights of Borrower in accounts arising from the operations of the Facility), instruments (including, without limitation, promissory notes), investment property, letter of credit rights, letters of credit, money, supporting obligations, accounts receivable, health care accounts receivable, documents, causes of action, claims, general intangibles (including, without limitation, payment intangibles and software, trademarks, trade names, service marks and symbols now or hereafter used in connection with any part of the Land or the Improvements, all names by which the Land or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Borrower has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter

relating to the Land or the Improvements) and all notes or chattel paper (whether tangible or electronic) now or hereafter arising from or by virtue of any transactions related to the Land or the Improvements and all rebates and refunds of real estate taxes and assessments (and any other governmental impositions related to the Property or the operations conducted or to be conducted on the Property) (collectively, the "General Intangibles");

(N) All water taps, sewer taps, certificates of occupancy, permits, special permits, uses, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Land or the Improvements (including, without limitation, liquor licenses, business licenses, state health department or social service licenses, pharmacy board licenses, laboratory licenses, food service licenses, certificates of need and all such other permits, licenses, rights and authorizations obtained from any federal, state or local governmental or quasi-governmental authority, or from any agency, intermediary, board, authority or entity (collectively, "Health Care Authorities") concerning ownership, operation, use or occupancy of the Property, to the extent assignable) and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Land or the Improvements;

(O) All building materials, supplies and equipment now or hereafter placed on the Land or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Land or the Improvements;

(P) All right, title and interest of Borrower in any insurance policies or binders now or hereafter relating to the Property, including any unearned premiums thereon;

(Q) The Interest Rate Cap Agreement (as hereinafter defined), including, but not limited to, all "accounts", "chattel paper", "general intangibles" and "investment property" (as such terms are defined in the Uniform Commercial Code as from time to time in effect) constituting or relating to the foregoing, and all products and proceeds of any of the foregoing;

(R) All proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance, condemnation awards and lease proceeds; and

(S) All other or greater rights and interests of every nature in the Land or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Borrower.

EXHIBIT B-1

A leasehold interest in the following described parcel of land created by a Ground Lease dated December 18, 1979 by and between Hendry County Hospital Authority, as landlord, and Medical Investments Corporation, as tenant for a term ending on December 31, 2019, with five (5) options to extend, each for a period of ten (10) years, at annual rentals set forth therein, a Memorandum of Lease of which dated March 19, 1992 executed by the landlord, as landlord, and Beverly California Corporation, successor by merger with Medical Investments Corporation, as tenant, which Memorandum of Lease was recorded on March 26, 1992 in Official Records Book 481 at Page 1475 etc. in the Office of the Clerk of the Circuit Court, Hendry County, Florida.

The North 420 feet of Block 110 of the General Plan of Clewiston, Hendry County, FL as revised September 7, 1937 according to the plat thereof recorded in Plat Book 2, pages 71 through 78, inclusive, of the Public Records of Hendry County, FL.

EXHIBIT B-2

That part of the Southeast Quarter of the Southwest Quarter of Section 6, Township 28 South, Range 24 East, Polk County, Florida, more fully described as follows:

Begin at the Northwest corner of Lot 1, Block 1 of LAKELAND HEIGHTS SUBDIVISION, according to the Plat thereof, recorded in Plat Book 12, Page 12, of the Public Records of Polk County, Florida, run thence East along the North line of Block 1 of said LAKELAND HEIGHTS SUBDIVISION, a distance of 2.5 feet to a point on the East right of way line of Lakeland Hills Blvd., said point being the POINT OF BEGINNING for this description; run thence North along the East right of way line of Lakeland Hills Blvd., a distance of 500.0 feet; run thence East and parallel with the North line of Block 1 of said LAKELAND HEIGHTS SUBDIVISION, a distance of 400.00 feet; run thence South and parallel with the East right of way of Lakeland Hills Blvd., a distance of 300.0 feet; run thence East and parallel with the North line of Block 1 of said LAKELAND HEIGHTS SUBDIVISION, a distance of 217.50 feet; run thence South and parallel with the East right of way line of Lakeland Hills Blvd., a distance of 200.0 feet to the North line of said LAKELAND HEIGHTS SUBDIVISION; run thence West along the North line of said LAKELAND HEIGHTS SUBDIVISION, a distance of 617.50 feet to the POINT OF BEGINNING. LESS AND EXCEPT the East 30.0 feet of the South 200.0 feet thereof for public road right of way purposes.

EXHIBIT B-3

PARCEL 1

Lots 1 through 9, inclusive, V.B. JORDAN'S REPLAT OF BLOCK 109, NORTH ST. PETERSBURG, according to the Plat thereof, recorded in Plat Book 15, Page 76, Public Records of Pinellas County, Florida, together with One Half (1/2) of the vacated alley abutting the South boundary of Lots 1 through 6 and the North boundary of Lots 7 through 9.

PARCEL 2

Lots 1 and 2, Block 101, PLAN OF NORTH ST. PETERSBURG, according to the Plat thereof, recorded in Plat Book 4, Page 64, Public Records of Pinellas County, Florida.

PARCEL 3

Lots 10 and 11, V.B. JORDAN'S REPLAT OF BLOCK 109, NORTH ST. PETERSBURG, according to the Plat thereof, recorded in Plat Book 15, Page 76, Public Records of Pinellas County, Florida, together with One Half (1/2) of the vacated alley abutting the North boundary of Lots 10 and 11.

PARCEL 4

Lots 9, 10 and 11, Block 108, PLAN OF NORTH ST. PETERSBURG, according to the Plat thereof, as recorded in Plat Book 4, Page 64, Public Records of Pinellas County, Florida.

PARCEL 5

Lot 3, Block 101, PLAN OF NORTH ST. PETERSBURG, according to the Plat thereof, as recorded in Plat Book 4, Page 64, Public Records of Pinellas County, Florida.

PARCEL 6

Lot 4, Block 101, PLAN OF NORTH ST. PETERSBURG, according to the Plat thereof, as recorded in Plat Book 4, Page 64, Public Records of Pinellas County, Florida.

CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE

In compliance with the provisions of Section 607.0501, Florida Statutes, CHC-SPC LAND, INC., organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

FIRST: The name of the corporation is:

CHC-SPC LAND, INC.

SECOND: The name and address of the registered agent and office is:

NRAI Services, Inc.
526 E. Park Avenue
Tallahassee, Florida 32301

HAVING BEEN named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all Statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Dated this 23rd day of August, 2004


Fred Larison, Assistant Secretary

06 AUG 24 AM 11:15
TALLAHASSEE, FLORIDA