

P96000021091

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

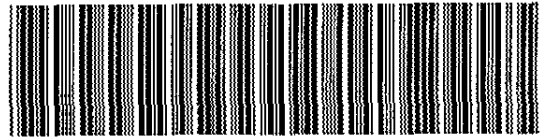
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



500010119365

Amend

01/17/03--01048--025 **35.00

RECEIVED
03 JAN 17 AM 11:12
DIVISION OF CORPORATION

FILED
03 JAN 17 PM 4:09
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

301/11

ATTORNEYS' TITLE

Requestor's Name

1965 Capital Circle NE, Suite A

Address

Tallahassee, FL 32308

City/St/Zip

850-222-2785

Phone #

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

- 1- PINE FOREST PARK, INC.
- 2-
- 3-
- 4-

☒ Walk-in

☐ Pick-up time ASAP

☐ Certified Copy

☐ Mail-out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

NEW FILINGS

<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non-Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS

<input checked="" type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS

<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION

<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Examiner's Initials

AMENDMENT TO ARTICLES OF INCORPORATION
OF PINE FOREST PARK, INC.

WHEREAS, the undersigned, being all of the Directors and a majority of the Shareholders of PINE FOREST PARK, INC., a corporation organized and existing under the laws of the State of Florida, and having its principal office in Clearwater, Florida, do hereby desire to manifest their intention to adopt an Amendment to Article of Incorporation of PINE FOREST PARK, INC. (hereinafter referred to as the "Articles" in the manner hereinafter set forth; and

WHEREAS, the undersigned have executed this document pursuant to the provisions of Section 607.1003 of the Florida Statutes for the purpose of expressing their unanimous intention and consent that the Articles be amended in the manner hereinafter set forth.

NOW, THEREFORE, the undersigned, each of them, do hereby manifest their unanimous intention and consent that the Articles be, and they hereby are, amended as follows:

SEE ATTACHED EXHIBIT "A"

IN WITNESS WHEREOF, the undersigned, being all the Directors and a majority of the Shareholders of PINE FOREST PARK, INC., have hereunto subscribed their signatures this ____ day of _____, and do hereby direct that this Amendment shall be filed with the Secretary of State of the State of Florida to be and become an amendment to the Articles of Incorporation of said corporation.

Date: 1-3-03

George S. Branton
GEORGE S. BRANTON
Shareholder

Date: 1, 9, 03

Frances Keith
FRANCES KEITH
Shareholder

Date: _____

George Branton
GEORGE BRANTON
Shareholder

Date: 1-3-03

Elizabeth Branton
ELIZABETH BRANTON
Shareholder

Date: 1 9, 03

Christine McMillan
CHRISTINE MCMILLAN
aka CHRISTINE MCGAVIN
Shareholder

Date: 1-2-03

Alex Johnston
ALEX JOHNSTON
Shareholder

Date: 1-2-03

William Johnston
WILLIAM JOHNSTON
Shareholder

Date: _____

Thomas Watson
THOMAS WATSON, JR.
Shareholder

Date: 1/4/03

Adam McGavin III
ADAM MCGAVIN III
Shareholder

Date: 1-2-03

Esther Reid
ESTHER REID
Shareholder

ADAM MCGAVIN, JR. Revocable Trust
dated 1/12/1988

Date: 1-2-03

BY: Adam McGavin Jr
ADAM MCGAVIN, JR., Trustee
Shareholder and as a Director

Date: 1-2-03

David Branton
DAVID BRANTON
Shareholder

Date: 1-2-03

Robert Branton
ROBERT BRANTON
Shareholder

EXHIBIT A

ARTICLES OF INCORPORATION

*PINE FOREST PARK, INC.

Covenants with Respect to Indebtedness; Operations and Fundamental Changes of the [Corporation]

The [Corporation] has entered into and received certain financing (the "Financing") from Column Financial, Inc. (together with its successors and assigns, the "Lender"), which Financing is secured by a first mortgage lien on certain real and other property located at 12 West Lake Drive (the "Property"). With respect to the Financing and the Property the [Corporation]:

- (a) does not own and will not own any encumbered asset other than (i) the Property, and (ii) incidental personal property necessary for the operation of the Property;
- (b) is not engaged and will not engage in any business other than the ownership, management and operation of the Property;
- (c) will not enter into any contract or agreement with any general partner, principal, member or affiliate of the [Corporation] or any affiliate of any such general partner, principal, or member of the [Corporation], except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than an affiliate;
- (d) has not incurred and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the secured indebtedness, and (ii) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property; no debt whatsoever may be secured (senior, subordinate or pari passu) by the Property;
- (e) has not made and will not make any loans or advances to any third party (including any general partner, principal, member or affiliate of the [Corporation], or any guarantor);
- (f) is and will be solvent and pay its debts from its assets as the same shall become due;
- (g) has done or caused to be done and will do all things necessary to preserve its existence and corporate, limited liability company and partnership formalities (as applicable), and will not, nor will any partner, limited or general, or member or shareholder thereof, amend, modify or otherwise change its partnership certificate, partnership agreement, certificate or articles of incorporation or organization, or by-laws or operating agreement or regulations, in a manner which adversely affects the [Corporation]'s, or any such partner's, member's or shareholder's existence as a single-purpose, single-asset "bankruptcy remote" entity;
- (h) will conduct and operate its business as presently conducted and operated;
- (i) will maintain books and records and bank accounts separate from those of its affiliates, including its general partners, principals and members;
- (j) will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any general partner, principal, member or affiliate);

- (k) will file its own tax returns;
- (l) will 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;
- (m) will not, nor will any shareholder, partner, member or affiliate, seek the dissolution or winding up, in whole or in part, of the [Corporation];
- (n) will not enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;
- (o) will not commingle the funds and other assets of the [Corporation] with those of any general partner, principal, member or affiliate, or any other person;
- (p) has and will maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person;
- (q) has, and any general partner or operating member of the [Corporation] has, at all times since its formation, observed all legal and customary formalities regarding its formation and will continue to observe all legal and customary formalities;
- (r) does not and will not hold itself out to be responsible for the debts or obligations of any other person; and
- (s) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the [Corporation], the [Corporation] shall not seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the Bankruptcy Act, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Lender to enforce any rights of Lender against any guarantor or indemnitor of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise.