

P980000 30664

TRANSMITTAL LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: RUN IN Food Stores #2, Inc.

(Proposed corporate name - must include suffix)

ARTICLES OF AMENDMENT

200002499742--9

-04/24/98--01072--014
*****35.00 *****35.00

Enclosed is an original and one(1) copy of the articles of incorporation and a check for :

☐ \$70.00
Filing Fee

☐ \$78.75
Filing Fee
& Certificate

☐ \$122.50
Filing Fee
& Certified Copy

☐ \$131.25
Filing Fee,
Certified Copy
& Certificate

\$35.00 filing fee

ADDITIONAL COPY REQUIRED

98
APR 24 PM 12:43
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FROM: Jim Thomasson
Name (Printed or typed)

RUN IN Food Stores, Inc

205 S. Hoover Blvd, Suite 101
Address

Tampa FL 33609
City, State & Zip

(813) 837-636-8111
Daytime Telephone number

Amend

TLL APR 30 1998

NOTE: Please provide the original and one copy of the articles.

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
RUN IN Food Stores #2, Inc.**

FILED
98 APR 24 PM 12:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 607.1006, Florida Statutes, this corporation adopts the following articles of amendment to its articles of incorporation:

FIRST: Article III, is hereby amended as follows:

C. The purpose for which the Corporation is organized is limited to acquiring, owning and holding the leasehold interest known as Scotchman #405, Gas World #5, Gas World #6, Gas World #8, Gas World #11, Gas World #12, Gas World #15 and Gas World #16, and to transact any and all lawful business for which a corporation may be incorporated under the General Corporation Law of the State of Florida that is incident and necessary or appropriate to the foregoing. The Corporation may not incur any indebtedness.

D. Notwithstanding any other provision of the Articles of Incorporation and any provision of law that otherwise so empowers the Corporation, until such time as all obligations evidenced by a Mortgage, Security Agreement, Assignment of Rents and Fixture Filing and the Assignment of Leases and Rents and Security Deposits, entered into by the Corporation with Column Financial, the Corporation shall:

1. Separateness: The Corporation shall (i) observe all corporate formalities, including the maintenance of current minute books, (ii) maintain its own separate and distinct books of account and corporate records, (iii) cause its financial statements to be prepared in accordance with generally accepted accounting principals in a manner that indicates the separate existence of the Corporation and its assets and liabilities, (iv) pay all of its liabilities out of its own funds, (v) in all dealings with the public, identify itself, and conduct its own business, under its own name and as a separate and distinct entity, (vi) independently make decisions with respect to its business and daily operations, (vii) maintain an arm's length relationship with its affiliates, (viii) pay the salaries of its own employees, (ix) allocate fairly and reasonably any overhead for shared office space, (x) use separate stationary, invoices and checks, (xi) at all times remain solvent, (xii) file its own tax returns, and (xiii) maintain adequate capital sufficient to carry out these enumerated covenants.

E. Notwithstanding any other provision of the Articles of Incorporation and any provision of law that otherwise so empowers the Corporation, until such time as all obligations evidenced by a Mortgage, Security Agreement, Assignment of Rents and Fixture Filing and the Assignment of Leases and Rents and Security Deposits ("Loan Documents"), entered into by the Corporation with Column Financial, the Corporation shall not, without unanimous affirmative vote of the members of its Board of Directors, do any of the following:

1. Prohibited Actions:

a. The Corporation shall not (i) commingle its assets with those of, or pledge its assets for the benefit of, any other person, (ii) assume or guarantee, or hold out its credit

as being available to satisfy, the liabilities of any other person, (iii) acquire obligations or securities of, or make loans or advances to, any affiliate.

b. The Corporation shall not amend, alter, change or repeal any provision contained in the Articles of Incorporation, or add or insert any other provision herein except in accordance with the terms and privileges of the Mortgage. All rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Articles of Incorporation in its present form or as amended are granted subject to the rights reserved in this paragraph.

F. Notwithstanding any other provision of the Articles of Incorporation and any provision of law that otherwise so empowers the Corporation, until such time as all obligations evidenced by the Loan Documents, entered into by the Corporation with Column Financial, the Corporation shall not without consent of Lender:

1. Amend, alter, change or repeal any provision of this Articles of Incorporation or cause any provision of the Articles of Incorporation to be amended, altered, changed or repealed; so long as the Loan Documents shall be in effect.

2. Dissolve or liquidate, in whole or in part, consolidate or merge with or into any other entity or convey, sell or transfer its properties and assets substantially as an entirety to any entity so long as the Loan Documents shall be in effect.

3. Engage in any business or activity other than as set forth in this Articles of Incorporation.

4. File a voluntary petition or otherwise initiate or consent to proceedings to be adjudicated insolvent or seeking an order for relief as a debtor under the United States Bankruptcy Code, as amended (11 U.S.C. §§ 101, et seq.) (the "Bankruptcy Code"), or file or consent to the filing of any petition seeking any composition, reorganization, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy laws or any other present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency or other relief for debtors; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Corporation or of all of any substantial part of the properties and assets of the Corporation, or make or consent to any general assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or declare or effect a moratorium on its debt or take any corporate action in furtherance of any such action.

SECOND: Article IX, is hereby amended as follows:

E. Any indemnification that the corporation extends to its directors and officers shall (i) be fully subordinate to any and all obligations imposed by the Mortgage and (ii) not constitute a claim against the Corporation so long as the Mortgage shall be in effect.

THIRD: The date of each amendment's adoption: April 20, 1998

FOURTH: Adoption of Amendments

The amendments were adopted by the board of directors without shareholder action and shareholder action was not required.

Signed this 20 day of April, 1998.

Signature: _____

Jack J. Ceccarelli
Director