

# S20393

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April 28, 1999

Via Regular Mail

Florida Department of State  
DIVISION OF CORPORATIONS  
Post Office Box 6327  
Tallahassee, Florida 32314

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-05/03/99-01140--006  
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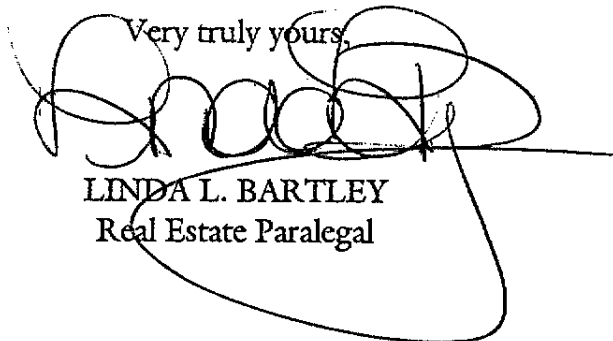
RE: Kiss Management, Inc.

Dear Sir or Madam:

Enclosed please find the Articles of Amendment on the above-referenced corporation, together with our check for \$43.75 which represents payment of the filing fee and certified copy fee. Please forward the certified copy of the Articles of Amendment to this office at your earliest convenience.

Trusting you will find everything in order. Should you have any further questions, please do not hesitate to contact me.

*Amend  
5-6-99  
LLB*

Very truly yours,  
  
LINDA L. BARTLEY  
Real Estate Paralegal

**FILED**  
99 MAY -3 PM 4:23  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

LLB  
Enclosures

**ARTICLES OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION  
OF  
KISS MANAGEMENT, INC.**

**FILED**  
99 MAY -3 PM 4: 23  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The Articles of Incorporation of **KISS MANAGEMENT, INC.**, a Florida corporation (the "Corporation"), are hereby amended as follows:

1. The terms of Article II of the Articles of Incorporation are hereby deleted in their entirety and the following is substituted in lieu thereof:

**"ARTICLE II"  
NATURE OF BUSINESS**

1. The sole business and purposes of the Company shall be (a) to acquire, own, hold, operate as a Checker's Drive-In Restaurant, improve, manage and lease (in part or in whole), and, when determined by the Directors to be in the best interests of the Company, to sell, exchange, lease or otherwise dispose of, the improved real property known as and located at 280 East Vine Street, Kissimmee, Florida, including, without limitation, all associated lands, easements, structures and improvements, all associated personal property, tangible or intangible (the "Property"), all in accordance with that certain (i) Checkers Franchise Agreement dated July 20, 1990, between Checkers Drive-In Restaurants of North America, Inc. and Daniel Youness (as assigned by Daniel Youness to the Company) and (ii) Ground Lease Agreement dated April 1, 1991, between Gregory L. Williams and Danette L. Williams and the Company.

2. The following is added as an additional Article IX:

**ARTICLE IX  
ADDITIONAL COVENANTS:**

(i) The Company shall not, and shall not permit any director, shareholder, officer or employee of the Company to, cause the funds and other assets of the Company to be commingled with those of any other individual, corporation, estate, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or subdivision thereof.

(ii) The Company shall (A) act solely in its name and through its duly authorized managers or agents in the conduct of its business, (b) prepare all company correspondence in the Company name, and (C) conduct its business so as not to mislead others as to the identity of the entity with which they are dealing.

(iii) The Company and its directors and officers shall maintain on behalf of the Company all business records and books of account of the Company and the Company

shall not, and shall not permit any director, shareholder, officer or employee of the Company to cause the Company to, commingle its business records and books of account with the records and books of account of any other corporation or entity and the book and records maintained by Company shall reflect the separate existence of the Company.

(iv) The Company shall hold appropriate meetings and meet such other formalities as may be necessary to maintain its existence in good standing and to authorize all of its actions, as may be required by law.

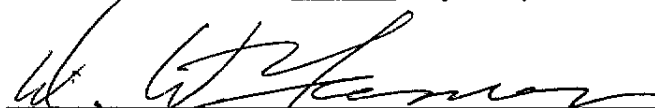
(v) So long as any indebtedness of the Company which is secured by a first mortgage lien on the Company's interest in the Property remains outstanding, the Company shall, unless otherwise approved by the Holder of such indebtedness, (A) maintain stationary separate from that of any other entity, (B) pay all of its own expenses, (C) observe all statutory formalities, (D) keep in full effect its existence, rights and franchises as a corporation under the laws of the State of Florida, (E) maintain separate bank accounts and not commingle its funds with those of any other person or entity, (F) not lend or advance any monies to, or make an investment in, any other person or entity, (G) not guarantee (directly or indirectly), endorse or otherwise become contingently liable (directly or indirectly) for the obligations of, or own or purchase any stock, obligations or securities of or any other interest in, or make any capital contribution to, any other person or entity, (H) not merge or consolidate with any other entity, (I) maintain separate financial statements, (J) maintain an arm's-length relationship with all affiliates, (K) pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations, (L) allocate fairly and reasonably any overhead for shared office space, (M) hold itself out as a separate entity, (N) correct any known misunderstanding regarding its separate identity, and (O) maintain adequate capital in light of its contemplated business operations.

(vi) Prior to the date which is one year and one day after all indebtedness of the Company which is secured by a first priority mortgage lien on any interest of the Company in the Property has been paid in full, the Company shall not, without the prior written consent of the holder of such indebtedness, (A) institute any bankruptcy, reorganization, receivership, arrangement, insolvency or liquidation proceedings or other similar proceedings under any federal or state bankruptcy or similar law, (B) dissolve, consolidate, liquidate, merge, or sell all or substantially all the assets of the Company (C) engage in any business activity not expressly permitted by the provisions of Section 1, or (D) amend any of the provisions of this Article.

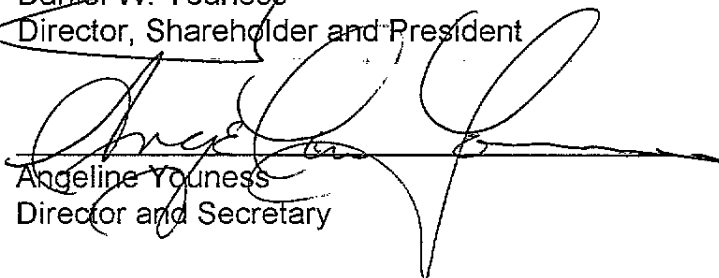
(vii) The Company shall not incur an indebtedness other than (A) indebtedness incurred pursuant to that certain Commitment Letter dated April 2, 1999, between the Company and Franchise Mortgage Acceptance Company (or any refinancing of such original financing) and (B) liabilities incurred in the ordinary course of the business of the Company as permitted under Section 1.

3. The foregoing amendments were approved by the sole shareholder and were adopted by an unanimous vote of the shareholder and ratified by an unanimous vote of the Directors of the Corporation on the 21<sup>st</sup> day of April, 1999.

IN WITNESS WHEREOF, the undersigned as President and Secretary of the corporation have executed these Articles of Amendment this 23 day of April, 1999.



Daniel W. Youness  
Director, Shareholder and President



Angeline Youness  
Director and Secretary

STATE OF FLORIDA                    )  
COUNTY OF PINELLAS            )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April, 1999, by Daniel W. Youness and Angeline Youness, who are personally known to me.

My Commission Expires:

NOTARY PUBLIC - STATE OF FLORIDA  
GEORGE L. HAYES III  
COMMISSION # CC593203  
EXPIRES 12-31-2000  
BONDED THRU ASA 1-888-NOTARY1



Notary Public

(SEAL)

GEORGE L. HAYES III

(Legibly print name of notary public on this line)