

L06 00005 3672

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H07000260837 3)))



H070002608373ABCO

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 617-6383

AL

From: Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5926

*please file 2nd
(after audit #
H07000260831)*

LLC AMND/RESTATE/CORRECT OR M/MG REFILE

TEMPLE LODGING, LLC

SECRETARY OF STATE
TALLAHASSEE, FLORIDA
OCT 22 A 10:43

FILED

RECEIVED
07 OCT 22 PM 12:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Certificate of Status	0
Certified Copy	1
Page Count	45
Estimated Charge	\$55.00

Electronic Filing Menu

Corporate Filing Menu

Help

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

TEMPLE LODGING, LLC

(Present Name)
(A Florida Limited Liability Company)

FIRST: The Articles of Organization were filed on May 24, 2008 and assigned document number L0600053672.

SECOND: This amendment is submitted to amend the following:

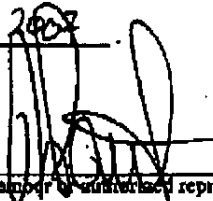
see attached Exhibit A

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2007 OCT 22 A 10:43

FILED

Dated October 19, 2008



Signature of a member or authorized representative of a member

Amit N. Patel

Typed or printed name of signer

Filing Fee: \$25.00

EXHIBIT A

Article III

The purpose for which this Limited Liability Company has been formed is to engage in no business or activity other than the ownership, operation and maintenance of the hotel located at 12260 Morris Bridge Road, Temple Terrace, Florida (the "Property").

Article VI

Notwithstanding anything to the contrary contained in these Articles, for so long as there remains outstanding any indebtedness under the loan to the Company in the approximate original principal amount of \$5,600,000.00 (the "Loan") to be secured by that certain mortgage of the Property (the "Mortgage") in favor of Natixis Real Estate Capital, Inc. (the "Lender"), the obligation of the Company to indemnify any person hereunder shall be fully subordinated to the Loan and shall not constitute a claim against the Company in the event that available cash flow, after payment of debt service and other payments required under the Loan and all payments required in connection with the ownership, operation and maintenance of the Property, is insufficient to pay such obligation.

The Company shall not:

- (a) acquire or own any material asset other than (i) the Property, and (ii) such incidental personal property as may be necessary for the operation of the Property;
- (b) merge into or consolidate with any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all substantially all of its assets or change its legal structure, without in each case Lender's consent;
- (c) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the State of Florida, or without the prior written consent of the Lender, amend, modify, terminate or fail to comply with the provisions of the Company's organizational documents;
- (d) own any subsidiary or make any investment in, any person or entity without the consent of Lender;
- (e) commingle its assets with the assets with any other person or entity;

FILED
OCT 22 4:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Temple Lodging, LLC
L06000053672

- (f) Incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the Loan and (ii) unsecured trade debt incurred in the ordinary course of business with trade creditors in connection with owning, operating and maintaining the Property, which unsecured trade payables debt shall not exceed, at any time, a maximum amount in the aggregate of two percent (2%) of the original principal amount of the Loan and are paid within sixty (60) days of the date incurred;
- (g) fail to maintain its records, books of account and bank accounts separate and apart from those of any other person or entity;
- (h) enter into any contract or agreement with any other person or entity, 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 ;
- (i) seek the dissolution or winding up in whole, or in part, of the Company;
- (j) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any person or any other entity;
- (k) hold itself out to be responsible for the debts of another person;
- (l) make any loans to any third party;
- (m) fail to file its own tax returns or to use separate contracts, purchase orders, stationery, invoices and checks;
- (n) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the Company is responsible for the debts of any third party;
- (o) fail to 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; and
- (p) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors.

FILED
2009 OCT 22 9:43
SECRETARY OF STATE
TALLAHASSEE FLORIDA