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LUCKEY'S MOTEL, INC.**

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**ARTICLES OF AMENDMENT
to
ARTICLES OF INCORPORATION
of
LUCKEY'S MOTEL, INC.**

The Articles of Incorporation of Luckey's Motel, Inc., a Florida corporation (the "Corporation"), filed with the Department of State on August 19, 1993, as Document Number P93000058141, and as amended by those certain Articles of Amendment filed on December 20, 2012, be and they hereby are amended to add Article X as shown below:

**ARTICLE X
Special Purpose Entity/Separateness**

For purposes hereof, the term "Loan Agreement" shall mean that certain Loan Agreement dated October 8, 2015 between the Corporation, as borrower, and JPMorgan Chase Bank, National Association, as lender. All terms used and not defined herein shall have the meaning as such term is defined in the Loan Agreement.

"Special Purpose Entity" shall mean a corporation that, since the date of its formation and at all times on and after the date thereof, has complied with and shall at all times comply with the following requirements unless it has received either prior consent to do otherwise from Lender or a permitted administrative agent thereof, or, while the Loan is securitized, confirmation from each of the applicable Rating Agencies that such noncompliance would not result in the requalification, withdrawal, or downgrade of the ratings of any Securities or any class thereof.

Until the Debt has been paid in full, the Company shall be a Special Purpose Entity and the following provisions shall apply with respect to the Company:

- (i) is and shall be organized solely for the purpose of acquiring, developing, owning, holding, selling, leasing, transferring, exchanging, managing and operating the Property, entering into and performing its obligations under the Loan Documents with Lender, refinancing the Property in connection with a permitted repayment of the Loan, and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing;

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(ii) shall not engage in any business unrelated to the acquisition, development, ownership, management or operation of the Property;

(iii) shall not own any real property other than, in the case of the Company, the Property;

(iv) shall not have and at no time have any assets other than the Property and personal property necessary or incidental to its ownership and operation of the Property;

(v) shall not engage in, seek or consent to (A) any dissolution, winding up, liquidation, consolidation or merger, or (B) any sale or other transfer of all or substantially all of its assets or any sale of assets outside the ordinary course of its business, except as permitted by the Loan Documents;

(vi) shall not cause, consent to or permit any amendment of its articles of incorporation or other formation document or organizational document (as applicable) with respect to the matters set forth in this definition;

(vii) intentionally deleted;

(viii) if such entity is a corporation, shall not cause or permit the board of directors of such entity to take any Material Action or any action requiring the unanimous affirmative vote of one hundred percent (100%) of the members of its board of directors, unless all of the members of its board of directors shall have participated in such vote and shall have voted in favor of such action;

(ix) intentionally deleted;

(x) intentionally deleted;

(xi) shall not (and, if such entity is (a) intentionally deleted, (b) intentionally deleted, or (c) a corporation, has a certificate of incorporation or articles that, in each case, provide that such entity shall not) (1) dissolve, merge, liquidate, consolidate; (2) sell all or substantially all of its assets; (3) amend its organizational documents with respect to the matters set forth in this definition without the consent of Lender; or (4) without the unanimous consent of all of its partners, directors or members (including any manager), as applicable: (A) file or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding, institute any proceedings under any applicable insolvency

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law or otherwise seek relief under any laws relating to the relief from debts or the protection of debtors generally, file a bankruptcy or insolvency petition or otherwise institute insolvency proceedings; (B) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the entity or a substantial portion of its property; (C) make an assignment for the benefit of the creditors of the entity; or (D) take any action in furtherance of any of the foregoing;

(xii) shall at all times remain solvent and has paid and shall pay its debts and liabilities (including, a fairly-allocated portion of any personnel and overhead expenses that it shares with any Affiliate) from its assets as the same shall become due, and has maintained and shall 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; provided, however, nothing in this clause (xii) shall obligate the direct or indirect owners of the Company to make any additional capital contributions to the Company;

(xiii) shall not fail to correct any known misunderstanding regarding the separate identity of such entity and has not identified and shall not identify itself as a division of any other Person;

(xiv) shall maintain its bank accounts, books of account, books and records separate from those of any other Person and, to the extent that it is required to file tax returns under applicable law, has filed and shall file its own tax returns, except to the extent that it is required by law to file consolidated tax returns and, if it is a corporation, has not filed and shall not file a consolidated federal income tax return with any other corporation, except to the extent that it is required by law to file consolidated tax returns;

(xv) shall maintain its own records, books, resolutions and agreements;

(xvi) shall not commingle its funds or assets with those of any other Person and shall not participate (except for the cash management structure for the prior loan) and shall not participate in any cash management system with any other Person;

(xvii) shall hold its assets in its own name;

(xviii) shall conduct its business in its name or in a name franchised or licensed to it by an entity other than an Affiliate of itself or of the Company and fictitious names used by restaurants, sundry shops

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and other providers of goods and services located on the Property which are owned and operated by such entity, except for business conducted on behalf of itself by another Person under a business management services agreement that is on commercially-reasonable terms, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Company;

(xix) (A) shall maintain its financial statements, accounting records and other entity documents separate from those of any other Person; (B) shall show, in its financial statements, its asset and liabilities separate and apart from those of any other Person; and (C) shall not permit its assets to be listed as assets on the financial statement of any of its Affiliates except as required by GAAP or the Uniform System of Accounts; provided, however, that any such consolidated financial statement contains a note indicating that the Special Purpose Entity's separate assets and credit are not available to pay the debts of such Affiliate and that the Special Purpose Entity's liabilities do not constitute obligations of the consolidated entity;

(xx) shall pay its own liabilities and expenses, including the salaries of its own employees, out of its own funds and assets, and shall maintain a sufficient number of employees, if any, in light of its contemplated business operations;

(xxi) shall observe all corporate formalities, as applicable;

(xxii) has not incurred any Indebtedness other than (A) acquisition financing with respect to the Property; construction financing with respect to the Improvements and certain off-site improvements required by municipal and other authorities as conditions to the construction of the Improvements; and first mortgage financings secured by the Property; and Indebtedness pursuant to letters of credit, guaranties, interest rate protection agreements and other similar instruments executed and delivered in connection with such financings, (B) unsecured trade payables and operational debt not evidenced by a note, and (C) Indebtedness incurred in the financing of equipment and other personal property used on the Property;

(xxiii) shall have no Indebtedness other than (A) the Loan, (B) liabilities incurred in the ordinary course of business relating to the ownership and operation of the Property and the routine administration of the Company, in amounts not to exceed 2% of the amount of the Loan which liabilities are not more than sixty (60) days past the date incurred, are not evidenced by a note and are paid when due, and which amounts

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are normal and reasonable under the circumstances, and (C) such other liabilities that are permitted pursuant to this Agreement;

(xxiv) shall not assume or guaranty or become obligated for the debts of any other Person, shall not hold out its credit as being available to satisfy the obligations of any other Person or shall not pledge its assets for the benefit of any other Person, in each case except as permitted pursuant to this Agreement;

(xxv) shall not acquire obligations or securities of its partners, members or shareholders or any other owner or Affiliate;

(xxvi) shall allocate fairly and reasonably any overhead expenses that are shared with any of its Affiliates, constituents, or owners, or any guarantors of any of their respective obligations, or any Affiliate of any of the foregoing, including, but not limited to, paying for shared office space and for services performed by any employee of an Affiliate;

(xxvii) shall maintain and use separate stationery, invoices and checks bearing its name and not bearing the name of any other entity unless such entity is clearly designated as being the Special Purpose Entity's agent;

(xxviii) shall not pledge its assets to or for the benefit of any other Person other than with respect to loans secured by the Property and no such pledge remains outstanding except to Lender to secure the Loan;

(xxix) shall hold itself out and identify itself as a separate and distinct entity under its own name or in a name franchised or licensed to it by an entity other than an Affiliate of the Company and not as a division or part of any other Person;

(xxx) shall maintain its assets in such a manner that it shall not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(xxxi) shall not make loans to any Person and has not held and shall not hold evidence of indebtedness issued by any other Person or entity (other than cash and investment-grade securities issued by an entity that is not an Affiliate of or subject to common ownership with such entity); provided, however, loans to shareholders of the corporation in an amount not to exceed \$100,000.00 in the aggregate shall be permitted if (a) solely as a result of making a distribution to such shareholder which is not prohibited by the Loan Documents, such distribution would result in adverse tax consequences to the shareholder

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because the shareholder's tax basis in the corporation has been reduced to zero, and (b) such loan is fully subordinated to the Debt and does not constitute a claim against the maker of such loan in the event that cash flow is insufficient to pay such debt;

(xxxii) shall not identify its partners, members or shareholders, or any Affiliate of any of them, as a division or part of it, and has not identified itself and shall not identify itself as a division of any other Person;

(xxxiii) other than capital contributions and distributions permitted under the terms of its organizational documents, shall not enter into or be a party to, any transaction with any of its partners, members, shareholders or Affiliates except in the ordinary course of its business and on terms which are commercially reasonable terms comparable to those of an arm's-length transaction with an unrelated third party;

(xxxiv) shall not have any obligation to, and shall not indemnify its partners, officers, directors or members, as the case may be, in each case unless such an obligation or indemnification is fully subordinated to the Debt and shall not constitute a claim against it in the event that its cash flow is insufficient to pay the Debt;

(xxxv) if such entity is a corporation, shall consider the interests of its creditors in connection with all corporate actions;

(xxxvi) shall not have any of its obligations guaranteed by any Affiliate except as provided by the Loan Documents and except for customary guarantees given in respect of the prior loan securing the Property;

(xxxvii) shall not form, acquire or hold any subsidiary;

(xxxviii) shall comply with all of the terms and provisions contained in its organizational documents;

(xxxix) intentionally omitted;

(xl) shall not permit any Affiliate or constituent party independent access to its bank accounts;

(xli) is duly formed, and shall be validly existing and in good standing in the state of its incorporation or formation and in all other jurisdictions where it is qualified to do business;

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(xlii) has paid all taxes which it owes and is not involved in any dispute with any taxing authority;

(xliii) is not now, nor has ever been, party to any lawsuit, arbitration, summons, or legal proceeding that resulted in a judgment against it that has not been paid in full;

(xliv) shall not have judgments or Liens of any nature against it except for tax liens not yet due and the Permitted Encumbrances;

(xlv) has provided Lender with complete financial statements that reflect a fair and accurate view of the entity's financial condition; and

(xlvi) shall have no material contingent or actual obligations not related to the Property.

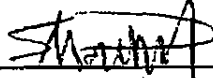
The foregoing amendment was adopted by a written consent action dated October 8, 2015. The number of votes cast by the Shareholders and Directors in favor of the foregoing amendment was sufficient to approve the foregoing amendment.

[Signature page to follow]

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IN WITNESS WHEREOF, the undersigned being the President of the Corporation, has executed these Articles of Amendment on October 8, 2015.



Sanjaykumar J. Patel, President

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