

P00000086477

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06 FEB 27 PM 1:26
SECRETARY OF STATE
TALLAHASSEE, FL 32310

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Comfort Properties, Inc.

DOCUMENT NUMBER: P00000086477

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Paul M. Sills

(Name of Contact Person)

Vihlen & Sills, P.A.

(Firm/ Company)

1173 Spring Centre South Blvd., Suite C

(Address)

Altamonte Springs, Florida 32714

(City/ State and Zip Code)

For further information concerning this matter, please call:

Paul M. Sills

(Name of Contact Person)

at (407) 786-2200

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☒ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed)

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

LAW OFFICES
VIHLEN & SILLS, P.A.
1173 SPRING CENTRE SOUTH BOULEVARD, SUITE C
ALTAMONTE SPRINGS, FLORIDA 32714
(407) 786-2200

SIDNEY L. VIHLEN, III
PAUL M. SILLS
STEPHANIE L. BRENNAN

PLEASE REPLY TO:
POST OFFICE BOX 161554
ALTAMONTE SPRINGS, FLORIDA
32716-1554
TELECOPIER (407) 786-2247

February 24, 2006

VIA FEDEX AIRBILL NUMBER:
8530 6858 3594

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 323-1

RE: Filing Articles of Amendment to Articles of Incorporation of Comfort Properties, Inc.

Dear Sir or Madam:

Enclosed with this letter, you will find the Articles of Amendment to Articles of Incorporation of Comfort Properties, Inc. Please file this document with your office. A check made payable to the Department of State in the amount of \$43.75 for the filing fee and a certified copy of the Articles is also enclosed.

Thank you for your assistance in this matter and, if you need of any further information, please contact our office at (407) 786-2200

Sincerely,

VIHLEN & SILLS, P.A.

Paul M. Sills

PMS/sab
enclosures

Articles of Amendment
to
Articles of Incorporation
of

FILED

06 FEB 27 PM 1:26

Comfort Properties, Inc.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(Name of corporation as currently filed with the Florida Dept. of State)

P00000086477

(Document number of corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this **Florida Profit Corporation** adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):

I-4 Properties, Inc.

(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")
(A professional corporation must contain the word "chartered", "professional association," or the abbreviation "P.A.")

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

See Attachment "A" as a restatement of Article IV

(Attach additional pages if necessary)

If an amendment provides for exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: (if not applicable, indicate N/A)

N/A

(continued)

Attachment "A" - Restatement of Article IV

This corporation may, and is authorized to, engage in any activity or business permitted under the laws of the United States and of the State of Florida, provided however, so long as the debt secured by the Property in favor of Morgan Stanley Mortgage Capital Inc. is outstanding, the corporation will not:

(a) fail to be organized solely for the purpose of (i) acquiring, developing, owning, managing and/or operating the Comfort Inn & Suites located at 590 Ava Court, Sanford, Florida (the "Property"), (ii) entering into any agreements and related documents for the financing of the Property, and (iii) engaging in any activity that is incidental, necessary or appropriate to accomplish the foregoing;

(b) engage in any business or activity other than the ownership, operation and maintenance of the Property, and activities incidental thereto;

(c) acquire or own any material assets other than (i) the Property, and (ii) such incidental Personal Property as may be necessary for the operation of the Property;

(d) 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 or substantially all of its assets or change its legal structure;

(e) fail to preserve its existence as an entity duly organized, validly existing and in good standing under the laws of the State of Florida, and its qualification to do business in the State of Florida, if applicable, or without the prior written consent of any lender secured by the Property, amend, modify, terminate or fail to comply with the provisions of Borrower's Articles of Incorporation;

(f) own, form or acquire any subsidiary or make any investment in, any person or entity;

(g) with the exception of the governing franchise agreement associated with the operation of the Property, commingle its assets with the assets of any of its affiliates, principals or of any other person or entity nor fail to hold all of its assets in its own name;

(h) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the debt secured by the Property in favor of Morgan Stanley Mortgage Capital Inc., except for trade payables in the ordinary course of its business of owning and operating the Property, provided that such debt is not evidenced by a note and is paid when due;

(i) become insolvent or fail to pay its debts and liabilities from its assets as the same shall become due;

(j) fail to maintain its records, books of account and bank accounts separate and apart from those of the principals and affiliates of the corporation, the affiliates of a principal of the corporation, and any other person or entity or fail to maintain such books and records in the ordinary course of its business;

(k) enter into any contract or agreement with any principal or affiliate of the corporation, any guarantor or indemnitor of any debt secured by the Property, or any principal or affiliate thereof, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arms-length basis with third parties other than any principal or affiliate of the corporation, any guarantor or indemnitor of any debt secured by the Property, or any principal or affiliate thereof;

(l) seek the dissolution or winding up in whole, or in part, of the corporation;

(m) fail to correct any known misunderstandings regarding the separate identity of the corporation from any principal or affiliate thereof or any other person;

(n) guaranty or become obligated for the debts of any other person or entity or hold out its credit as being able to satisfy the debts of another person or entity;

(o) make any loans or advances to any third party, including any principal or affiliate of the corporation, or any principal or affiliate thereof, nor buy or hold evidence of indebtedness issued by any other person or entity (other than cash or investment grade securities);

(p) fail to file its own tax returns, nor file a consolidated federal income tax return with any other entity, unless required by law, provided, however, so long as the corporation is a Qualified Subchapter S Subsidiary of its sole shareholder, that the corporation's assets may be included in a consolidated federal income tax return of its sole shareholder;

(q) fail to hold itself out to the public as a legal entity separate and distinct from any other entity or person, fail to conduct its business solely in its own name, mislead others as to the identity with which such other party is transacting business, or suggest that the corporation is responsible for the debts of any third party (including any principal or affiliate of the corporation, or any principal or affiliate thereof);

(r) 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;

(s) with the exception of those permissions granted under any governing franchise agreement associated with the operation of the Property, share any common logo with or hold itself out as or be considered as a department or division of (i)

any member or affiliate of the corporation, (ii) any affiliate of a principal or member of the corporation, or (iii) any other person or entity;

(t) fail to maintain separate financial statements and accounting records, showing its assets and liabilities separate and apart from those of any other person or entity;

(u) have its assets listed on the financial statement of any other entity except as permitted under (p) above;

(v) fail to observe all applicable organizational formalities;

(w) fail to pay the salaries of its own employees (if any) from its own funds;

(x) fail to maintain a sufficient number of employees in light of its contemplated business operations;

(y) fail to allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;

(z) fail to use separate stationery, invoices, and checks bearing its own name;

(aa) pledge its assets for the benefit of any other person or entity, other than in connection with any debt secured by the Property;

(bb) acquire the obligations or securities of any principal or affiliate of the corporation, any guarantor or indemnitor of any debt secured by the Property, or any principal or affiliate thereof;

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

(dd) have any obligation to indemnify its officers or directors, or have such an obligation only if it is fully subordinated to any debt secured by the Property and will not constitute a claim against it in the event that cash flow in excess of the amount required to pay any debt secured by the Property is insufficient to pay such obligation;

(ee) fail, to the fullest extent permitted by law, to consider the interests of its creditors in connection with all actions;

(ff) have any of its obligations guaranteed by any principal or affiliate except any guarantor or indemnitor of any debt secured by the Property;

The date of each amendment(s) adoption: February 17, 2006

Effective date if applicable: Upon Filing
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

☒ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

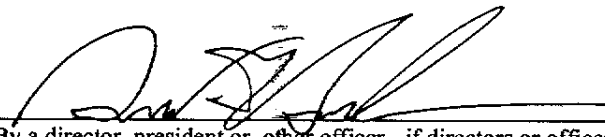
☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval by _____."
(voting group)

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signature


(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Andre' F. Hickman

(Typed or printed name of person signing)

President

(Title of person signing)

FILING FEE: \$35