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ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
PINNACLE HOTEL COMPANY I, INC.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Chapter 607, *Florida Statutes*, the undersigned corporation (the "Corporation") adopts the following Articles of Amendment to its Articles of Incorporation, which were initially filed July 31, 2001 (the "Articles of Incorporation"):

1. The name of the corporation is PINNACLE HOTEL COMPANY I, INC.
2. Pursuant to a unanimous written action dated May 1, 2015, the Corporation's Board of Directors have approved and proposed that the Corporation's shareholders adopt the following amendments to the Articles of Incorporation, and the shareholders have approved and adopted said amendments pursuant to the same unanimous written action. The number of votes cast therefor was sufficient for approval by the holders of the Corporation's capital stock voting as a single class.
3. Article Three of the Articles of Incorporation is hereby deleted in its entirety and, in lieu thereof, there is substituted the following:

"ARTICLE THREE
PURPOSE

The corporation's sole asset is its interest in UCF III Associates Limited Partnership, a Florida limited partnership (the "Partnership"). The Partnership is the owner of a TownePlaceSuites by Marriott located in Orlando, Florida (the "Hotel Property"). The Partnership has obtained a loan in the original principal amount of \$8,250,000 (the "Loan") from Bank of America, National Association ("Lender"), which indebtedness is secured by a mortgage lien in favor of Lender encumbering the Hotel Property. For so long as the Loan remains outstanding, the corporation shall cause the Partnership to comply with the provisions of Section 6.1 of the Loan Agreement entered into between the Partnership and Lender evidencing the Loan (the "Loan Agreement") and shall not:

- (i) merge into or consolidate with any individual, corporation,

partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing ("Person"), or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

(ii) (a) fail to observe all organizational formalities necessary to maintain its separate existence, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the applicable Legal Requirements (as defined in the Loan Agreement) of the jurisdiction of its organization or formation, or (b) amend, modify, terminate or fail to comply with the provisions of its organizational documents, in each case without the prior written consent of Lender;

(iii) own any subsidiary, or make any investment in, any Person other than the Partnership;

(iv) commingle its assets with the assets of any other Person, or permit any Affiliate (as defined in the Loan Agreement) or constituent party independent access to its bank accounts;

(v) fail to maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person, except that the corporation's financial position, assets, liabilities, net worth and operating results may be included in the consolidated financial statements of an Affiliate, provided that (a) appropriate notation shall be made on such consolidated financial statements to indicate the separate identity of the corporation from such Affiliate and that the corporation's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person, and (b) the corporation's assets, liabilities and net worth shall also be listed on the corporation's own separate balance sheet;

(vi) except for capital contributions or capital distributions permitted under the terms and conditions of the corporation's organizational documents and properly reflected on its books and records, enter into any transaction, contract or agreement with any general partner, member, shareholder, principal, guarantor of the obligations of the corporation, or any Affiliate of the foregoing, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arm's length basis with unaffiliated third parties;

(vii) 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 other Person;

(viii) assume or guaranty the debts of any other Person, hold itself out to be responsible for the debts of any other Person, or otherwise pledge its assets to secure the obligations of any other Person or hold out its credit or assets as being available to satisfy the obligations of any other Person;

(ix) make any loans or advances to any Person, or own any stock or securities of, any Person other than the Partnership, or buy or hold evidence of indebtedness issued by any other Person;

(x) fail to (a) file its own tax returns separate from those of any other Person, except to the extent that the corporation is treated as a "disregarded entity" for tax purposes and is not required to file tax returns under applicable Legal Requirements, and (b) pay when due any taxes required to be paid under applicable Legal Requirements;

(xi) fail to (a) hold itself out to the public as a legal entity separate and distinct from any other Person, (B) conduct its business solely in its own name or under a duly registered trade name or name duly licensed or franchised to it, or (C) correct any known misunderstanding regarding its separate identity;

(xii) fail to intend 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; provided, however, that the foregoing shall not require the corporation's members, partners or shareholders to make additional capital contributions to the corporation;

(xiii) without the unanimous written consent of all of its shareholders and directors, take any Material Action (as defined in the Loan Agreement) or action that is reasonably likely to cause such entity to become insolvent;

(xiv) fail to fairly and reasonably allocate shared expenses (including, without limitation, shared office space and services performed by an employee of an affiliate) among the Persons sharing such expenses;

(xv) fail to intend to remain solvent or pay its own liabilities (including, without limitation, salaries of its own employees) only from its own funds; provided, however, that the foregoing shall not require the corporation's members, partners or shareholders to make additional capital contributions to the corporation;

(xvi) acquire obligations or securities of its partners, members, shareholders or other Affiliates, as applicable (other than its interest in the Partnership);

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

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

(xix) have any of its obligations guaranteed by an Affiliate, except as contemplated by the Loan Agreement;

(xx) identify itself as a department or division of any other Person;

(xxi) engage in any business or activity other than owning an interest in the Partnership;

(xxii) acquire or own any assets other than its partnership, membership, or other equity interest in the Partnership;

(xxiii) own any subsidiary, or make any investment in any Person other than its investment in the Partnership; or

(xxiv) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation)."

4. All other provisions of the Articles of Incorporation shall remain in full force and effect, unaltered except as expressly provided above.

This Articles of Amendment to Articles of Incorporation is hereby dated: May 1, 2015

PINNACLE HOTEL COMPANY L INC.

By. 

Richard Villardo, President