

P04000071773

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



500305013035

10/30/17--01023--005 **55.00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2017 OCT 30 PM 2:08

FILED

Anund / CC

NOV - 1 2017

ALBRITTON

KPPB LAW

ONE LAKESIDE COMMONS, SUITE 800
990 HAMMOND DRIVE
ATLANTA, GEORGIA 30328
678.443.2220 phone | www.kppblaw.com | 678.443.2230 fax

ATLANTA, GA | PRINCETON, NJ | FAIRFAX, VA

October 27, 2017

Via Federal Express:

Florida Department of State
Attn: Corporations Division
2661 Executive Center Circle
Tallahassee, FL 32301

RE: **Arihunt Hospitality, Inc. – Document No. P04000071773**

Dear Clerk:

Enclosed, please find the original signed Amendment to the Articles for Arihunt Hospitality, Inc. to be filed and a conformed copy to be returned to us.

Also enclosed is our firm's check in the amount of \$55.00 for the filing fee for the Amendment to the Articles and the certified copy fee for the Articles of Incorporation, the Articles of Amendment filed on 11/28/2007, the Articles of Amendment filed on 12/13/2007 and the Amendment to the Articles enclosed.

Please provide the certified copies of the Articles and send the documents in the enclosed pre-addressed and prepaid Federal Express envelope.

If you have any questions, please feel free to contact me at 770.624.4639 or mlopez@kppblaw.com. Thank you.

Sincerely,

Maita C. Lopez

Legal Assistant

Enclosure

FILED
2017 OCT 30 PM 12:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION
OF
ARIHUNT HOSPITALITY, INC.

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

1. Name of the Corporation: The name of the Corporation is ARIHUNT HOSPITALITY, INC.
(Document Number P04000071773).
2. Date on Which Articles of Incorporation Filed: The Articles of Incorporation of Corporation were filed on April 29, 2004 with the Florida Department of State.
3. Date on Which Articles of Amendment to Articles of Incorporation Filed: The Articles of Amendment to Articles of Incorporation of Corporation were filed on November 28, 2007 with the Florida Department of State.
4. Date on Which Articles of Amendment to Articles of Incorporation Filed: The Articles of Amendment to Articles of Incorporation of Corporation were filed on December 13, 2007 with the Florida Department of State.
5. ARTICLE SIX of the Articles of Incorporation of ARIHUNT HOSPITALITY, INC. is hereby restated and amended to read as follows:

ARTICLE SIX

The number of directors constituting the initial board of directors of the Corporation is four. The names and addresses of the persons who are to serve as members of the initial board of directors are:

<u>NAME</u>	<u>ADDRESS</u>
Nilesh Patel	442 NW Fairway Drive

President	Lake City, FL 32024
Pravin J. Patel Vice President	569 NW Fairway Drive Lake City, FL 32055
Shankarbhai G. Patel Treasurer	109 Geers Drive Lebanon, TN 37087
Raman N. Patel Secretary	24 Huntington Drive Clarksville, TN 37040

6. ARTICLE ELEVEN of the Articles of Incorporation of ARIHUNT HOSPITALITY, INC. is hereby restated and amended to read as follows:

ARTICLE ELEVEN
SPE PROVISIONS

1. Purpose. The Corporation's business and purpose shall consist solely of the acquisition, ownership, operation and management of the hotel known as Hampton Inn & Suites, located in Lake City Columbia County, Florida (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith.

2. Limitations. Notwithstanding any other provisions of these Articles and any provision of law that otherwise so empowers the Corporation, and so long as any obligations secured by the Security Instrument (as defined below) remain outstanding and not discharged in full, without the consent of all Directors, the Corporation shall not and no officer or director of the Corporation shall cause the Corporation to:

(a) engage in any business or activity other than those set forth in paragraph 1 above;

(b) borrow money or incur indebtedness on behalf of the Corporation other than normal trade accounts payable in the normal course of business (subject to the limitations contained in the Loan Agreement), or grant consensual liens on the Corporation's property; except that the Corporation is hereby authorized to obtain financing (the "Loan") as evidenced by a Promissory Note entered by the Corporation and made payable to Societe Generale (together with its successors and assigns, "Lender") and a Loan Agreement entered by the Corporation and Lender (as amended, the "Loan Agreement") and secured by the lien on the Property evidenced by a Mortgage and Security Agreement filed in the official public records of Columbia County, Florida for the benefit of Lender (the "Security Instrument"), and to obtain such other indebtedness expressly permitted therein or in the Loan Agreement;

(c) dissolve, wind-up or liquidate;

(d) sell or lease, or otherwise dispose of, all or substantially all of its assets;

(e) file a voluntary petition or otherwise initiate proceedings to have the Corporation adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Corporation, or file a petition seeking or consenting to reorganization or relief of the Corporation as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Corporation; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Corporation or of all or any substantial part of the properties and assets of the Corporation, or make any general assignment for the benefit of creditors of the Corporation, or admit in writing the inability of the Corporation to pay its debts generally as they become due or declare or effect a moratorium on the Corporation debt or take any action in furtherance of any such action;

(f) amend, modify or alter Paragraphs 1, 2, 3, 4 or 5 of this Article Eleven; or

(g) merge, combine or consolidate with any other entity.

Notwithstanding the foregoing and so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, neither the officers nor directors of the Corporation shall have any authority to take any action in items (a) through (d), (f) or (g) without (1) the prior written consent of the holder of the Security Instrument and (2) after any Securitization (as defined in the Loan Agreement) and if requested by the holder of the Security Instrument, confirmation from each of the Rating Agencies (as defined in the Loan Agreement) that such action will not result in the qualification, withdrawal or downgrade of any securities rating assigned in connection with the Loan.

3. Title to Corporation Property. All property owned by the Corporation shall be owned by the Corporation as an entity and, insofar as permitted by applicable law, no shareholder of the Corporation shall have any ownership interest in any Corporation property in its individual name or right, and each shareholder's ownership interest in the Corporation shall be personal property for all purposes.

4. Separateness/Operations Matters. The Corporation shall:

(a) maintain books and records and bank accounts separate from those of any other person;

(b) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;

(c) hold regular meetings, as appropriate, to conduct the business of the Corporation, and observe all customary organizational and operational formalities;

(d) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;

(e) prepare separate tax returns and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group;

(f) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates;

(g) transact all business with affiliates on an arm's-length basis and pursuant to enforceable agreements;

(h) conduct business in its own name, and use separate stationery, invoices and checks;

(i) not commingle its assets or funds with those of any other person; and

(j) not assume, guarantee or pay the debts or obligations of any other person.

(k) pay its own liabilities out of its own funds;

(l) pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations;

(m) not hold out its credit as being available to satisfy the obligations of others;

(n) not acquire obligations or securities of its partners, members or shareholders;

(o) not pledge its assets for the benefit of any other entity or make any loans or advances to any entity;

(p) correct any known misunderstanding regarding its separate identity; and

(q) maintain adequate capital in light of its contemplated business operations.

5. Subordination of Indemnities. All indemnification obligations of the Corporation are fully subordinated to any obligations respecting the Property and such indemnification obligations shall in no event constitute a claim against the Corporation if cash flow in excess of amounts necessary to pay obligations under the Loan is insufficient to pay such indemnification obligations.


6. Third Party Beneficiary. Lender is intended to be a third-party beneficiary of Article Eleven of these Articles of Incorporation.

7. Adoption of Amendments: The amendments were adopted by the board of directors without shareholder action and shareholder action was not required.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, ARIHUNT HOSPITALITY, INC. has caused these articles of amendment to be executed by its President on this 26th day of October, 2017.

ARIHUNT HOSPITALITY, INC.
a Florida corporation

By: 
Name: Nilesch Patel
Its: President

THIS INSTRUMENT PREPARED BY:
SAMIR PATEL, ESQ.
KUMAR, PRABHU, PATEL & BANERJEE, LLC
ONE LAKESIDE COMMONS, SUITE 800
990 HAMMOND DRIVE NE
ATLANTA, GEORGIA 30328