

PD 4000074525

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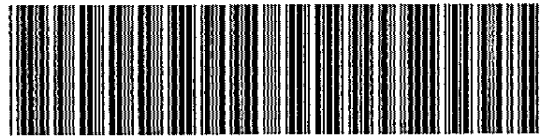
(Business Entity Name)

(Document Number)

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*Approved*  
*SZL*

06 AUG 29 PM 8:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: Doral Hospitality, Inc.

DOCUMENT NUMBER: P04000074525

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

Please return all correspondence concerning this matter to the following:

Adam Zimmerman

(Name of Contact Person)

Richard B. Schreiberstein, LLC

(Firm/ Company)

10632 Little Patuxent Parkway, Suite 249

(Address)

Columbia, Maryland 21044

(City/ State and Zip Code)

For further information concerning this matter, please call:

Adam Zimmerman

(Name of Contact Person)

at ( 443 ) 276-1818

(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

Articles of Amendment  
to  
Articles of Incorporation  
of

**FILED**

06 AUG 29 PM 8:51

**Doral Hospitality, Inc.**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

**P04000074525**

(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):**

N/A

(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)

Please see attached.

(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)

The date of each amendment(s) adoption: August 28, 2006

Effective date if applicable: \_\_\_\_\_  
(no more than 90 days after amendment file date)

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

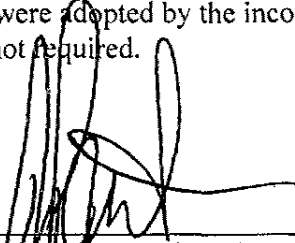
The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

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)

**Amit N. Patel**

(Typed or printed name of person signing)

**President**

(Title of person signing)

**FILING FEE: \$35**

ARTICLE II PRINCIPAL OFFICE: The principal place of business/ mailing address is:

3959 SW 79<sup>th</sup> Avenue, Miami, Florida 33155

ARTICLE VIII SINGLE PURPOSE ENTITY: Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Corporation to the contrary, if the Corporation is required by any lender to be a single purpose entity, then the following shall govern so long as the Corporation is required to be a single purpose entity:

(a) The nature of the business and of the purposes to be conducted and promoted by the Corporation is to engage solely in the following activities:

1. To own, hold, sell, assign, transfer, operate, lease, manage, mortgage, pledge and otherwise deal with that certain parcel of real property, together with all improvements located thereon, located at 3959 SW 79<sup>th</sup> Avenue, Miami, Florida 33155, and commonly known as Fairfield Inn (the "Property")
2. To exercise all powers enumerated in the Florida Business Corporation Act incidental, necessary or appropriate to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

(b) The Corporation shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien exists on the Property, the Corporation shall not incur, assume, or guaranty any other indebtedness, except for trade payables in the ordinary course of its business of owning and operating the Property. The Corporation shall not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale or transfers of stock interest. For so long as a mortgage lien exists on the Property, the Corporation will not without the unanimous

consent of the Board of Directors: (i) file or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; institute any proceedings under any applicable insolvency law or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally; (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for itself or any other entity; (iii) make an assignment of its assets for the benefit of its creditors or an assignment of the assets of another entity for the benefit of such entity's creditors; or (iv) take any action in furtherance of the foregoing. For so long as a mortgage lien exists on the Property, no material amendment to these Articles of Incorporation or to the Corporation's Bylaws may be made without first obtaining approval of the mortgagee holding a first mortgage lien on the Property.

(c) Any indemnification of the Corporation's directors and officers shall be fully subordinated to any obligations respecting the Property and shall not constitute a claim against the Corporation in the event that cash flow is insufficient to pay such obligations.

(d) For so long as any mortgage lien exists on the Property, in order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth in these Articles of Incorporation, the Corporation shall conduct its affairs in accordance with the following provisions:

1. It shall establish and maintain an office through which its business shall be conducted separate and apart from those of its parent and any affiliate and shall allocate fairly and reasonably any overhead for shared office space.
2. It shall maintain separate corporate records, books and accounts from those of its parent and any affiliate or any other person.
3. It shall not commingle funds or assets with those of its parent, any affiliate or any other person.
4. It shall conduct its business and hold its assets in its own name.

5. It shall maintain financial statements, *accounting statements* and prepare tax returns separate from its parent, any affiliate or any other person.
6. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of its parent or any affiliate, and maintain a sufficient number of employees in light of its contemplated business operations.
7. It shall maintain adequate capital in light of its contemplated business operations.
8. *It shall maintain an arm's length* relationship with its parent and any affiliate.
9. It shall not assume or guarantee or become obligated for the debts of any other entity, including its parent or any affiliate or hold out its credit as being available to satisfy the obligations of others.
10. It shall not have any of its obligations guaranteed by any member, general partner or affiliate, except the guarantor of the mortgage loan.
11. It shall not pledge its assets for the benefit of any other person or entity or make an advance or loan to any person or entity, including any affiliate.
12. It shall not acquire obligations or securities of its partners, members or shareholders or any affiliate.
13. It shall use stationery, invoices and checks separate from any affiliate or any other person.
14. It shall hold itself out as an entity separate and distinct from any affiliate and not as a division, department or part of any other person or entity.

15. It shall not identify its members or any affiliates as a division or part of it.
16. It shall correct any known misunderstanding regarding its separate identity.
17. It shall 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.
18. It shall not share a common logo with any affiliate or any other person.
19. It shall not acquire or own any material assets other than the Property and such incidental personal property as may be necessary for the operation of the Property.
20. It shall maintain its books, records, resolutions and agreements as official records.
21. It shall hold regular meetings, as appropriate, to conduct its business and observes all Corporation level formalities and record keeping.
22. Its Board of Directors shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate actions, and in authorizing such actions, shall observe all corporate formalities.

For purpose of this Article VIII, the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with the Corporation, including, without limitation, (i) any person who has a familial relationship, by blood, marriage or otherwise with any director, officer or employee of the Corporation, its parent, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from the Corporation, its parent or any affiliate. For purposes of this definition, "control" when used



with respect to any specified person, means the power to direct the *management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise*; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"parent" means, with respect to a corporation, any other corporation owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the Corporation.

"person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.