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MORPHEUS MANAGEMENT, INC.**

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SECRETARY OF STATE
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SECOND ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION
OF
MORPHEUS MANAGEMENT, INC.

Pursuant to the provisions of section 607.1006, Florida Statutes, 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 MORPHEUS MANAGEMENT, INC.
2. Date on Which Articles of Incorporation Filed: The Articles of Incorporation of Corporation were filed on November 1, 2005 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 December 8, 2005 with the Florida Department of State.
4. Article Eight of the Articles of Incorporation of Morpheus Management, Inc. is hereby restated and amended to read as follows:

ARTICLE EIGHT

Corporation hereby represents and warrants to, and covenants with, GERMAN AMERICAN CAPITAL CORPORATION, or its successors and/or its assigns (the "Lender") that since the date of its formation and at all times on and after the date hereof and until such time as the loan (the "Loan") in the approximate amount of \$15,000,000.00 to AURUM, L.L.C., a Florida limited liability company (the "Borrower") (hereinafter referred to as the "Obligations") shall be paid and performed in full:

(a) Corporation (i) has been, is, and will be organized solely for the purpose of acquiring a membership interest in and act as the managing member of the Borrower, developing, owning, holding, selling, leasing, transferring, exchanging, managing and operating the Holiday Inn & Suites Lake City located at 213 SW Commerce Drive, Lake City, Florida, (the "Property"), entering into the loan agreement, on behalf of Borrower, with the 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, and (ii) has not owned, does not own, and will not own any asset or property other than membership interest in the Borrower.

(b) Corporation has not engaged and will not engage in any business other than acting as managing Member of the Borrower and Corporation will conduct and operate its business as presently conducted and operated.

(c) Corporation has not and will not enter into any contract or agreement with any Affiliate of Corporation except upon terms and conditions that are intrinsically fair, commercially reasonable, and no less favorable to it than would be available on an arms-length basis with third parties other than any such party.

(d) Corporation has not incurred and will not incur any Indebtedness other than Permitted Indebtedness. No Indebtedness other than the Debt may be secured (senior, subordinate or *pari passu*) by the Property.

(e) Corporation has not made and will not make any loans or advances to any third party (including any Affiliate or constituent party), and has not and shall not acquire obligations or securities of its Affiliates.

(f) Corporation has been, is, and intends to remain solvent and Corporation has paid and intends to pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets; provided that the foregoing shall not require any direct or indirect member, partner or shareholder of Corporation to make any additional capital contributions to Corporation.

(g) Corporation has done or caused to be done, and will do, all things necessary to observe organizational formalities and preserve its existence, and Corporation has not, will not, nor will Corporation be permitted to, (i) terminate or fail to comply with the provisions of its organizational documents, or (ii) unless (A) Lender has consented and (B) following a Securitization of the Loan, the applicable Rating Agencies have issued a Rating Agency Confirmation in connection therewith, amend, modify or otherwise change its partnership certificate, partnership agreement, articles of incorporation and bylaws, operating agreement, trust or other organizational documents.

(h) Corporation has maintained and will maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any other Person. Corporation's assets will not be listed as assets on the financial statement of any other Person, provided, however, that Corporation's assets may be included in a consolidated financial statement of its Affiliates provided that (i) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of Corporation and such Affiliates and to indicate that Corporation's assets and credit are not available to satisfy the debts and other obligations of such Affiliates or any other Person, and (ii) such assets shall be listed on Corporation's own separate balance sheet. Corporation will file its own tax returns (to the extent Corporation is required to file any such tax returns) and will not file a consolidated federal income tax return with any other Person. Corporation has maintained and shall maintain its books, records, resolutions and agreements in accordance with this Agreement.

(i) Corporation has been, will be, and at all times has held and will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate of Corporation or any constituent party of Corporation), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify

itself or any of its Affiliates as a division or department or part of the other and shall maintain and utilize separate stationery, invoices and checks bearing its own name.

(j) Corporation has maintained and intends 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 that the foregoing shall not require any direct or indirect member, partner or shareholder of Corporation to make any additional capital contributions to Corporation.

(k) Neither Corporation nor any constituent party of Corporation has sought or will seek or effect the liquidation, dissolution, winding up, consolidation or merger, in whole or in part, of Corporation.

(l) Corporation has not and will not commingle the funds and other assets of Corporation with those of any Affiliate or constituent party or any other Person, and has held and will hold all of its assets in its own name.

(m) Corporation has and will 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 Affiliate or constituent party or any other Person.

(n) Corporation has not and will not assume or guarantee or become obligated for the debts of any other Person and does not and will not hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other Person.

(o) The Corporation, as the Managing Member of the Borrower shall be a Delaware limited liability company or a corporation formed under the laws of any jurisdiction of the United States whose sole asset is its interest in Borrower and such Corporation (i) will cause Borrower to be a Special Purpose Bankruptcy Remote Entity; (ii) will at all times comply with each of the representations, warranties and covenants contained on this Article Eight (other than clauses (a), (b), (d) and (v)) as if such representation, warranty or covenant was made directly by such Corporation; (iii) will not engage in any business or activity other than owning an interest in Borrower; (iv) will not acquire or own any assets other than its partnership or membership interest in Borrower; and (v) will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation) other than unsecured trade payables incurred in the ordinary course of business related to the ownership of an interest in Borrower that (A) do not exceed at any one time \$10,000.00, and (B) are paid within thirty (30) days after the date incurred. Upon the withdrawal or the disassociation of an Corporation from Borrower, Borrower shall immediately appoint a new Corporation whose articles or certificate of formation or incorporation are substantially similar to those of such Corporation.

(p) [Intentionally Omitted].

(q) The organizational documents of Borrower and Corporation shall also provide an express acknowledgment that Lender is an intended third-party beneficiary of the "special purpose" provisions of such organizational documents.

(r) The organizational documents of Corporation shall provide that such Corporation shall not take any action which, under the terms of any certificate of incorporation, by-

laws or any voting trust agreement with respect to any common stock, requires a unanimous vote of the (A) the sole member of such Corporation (the "**Sole Member**"), (B) the board of directors of such Corporation or (C) the committee of managers of such Corporation designated to manage the business affairs of such Corporation (the "**Committee**"), unless at the time of such action all directors or managers (as applicable) have participated in such vote. The organizational documents of such Corporation shall provide that actions requiring such unanimous written consent shall include each of the following with respect to such Corporation and Borrower: (i) filing or consenting to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, (ii) seeking or consenting to the appointment of a receiver, liquidator or any similar official of Borrower or a substantial part of its business, (iii) taking any action that might cause such entity to become insolvent, (iv) making an assignment for the benefit of creditors, (v) admitting in writing its inability to pay debts generally as they become due, (vi) declaring or effectuating a moratorium on the payment of any obligations, or (vii) taking any action in furtherance of the foregoing. In addition, the organizational documents of such Corporation shall provide that, when voting with respect to any matters set forth in the immediately preceding sentence of this clause (r), the directors or managers (as applicable) shall consider only the interests of Borrower, including its creditors. No Corporation shall (on behalf of itself or Borrower) take any of the foregoing actions without the unanimous written consent of its board of directors, its member(s) or the Committee, as applicable.

(s) Notwithstanding anything herein to the contrary, the Corporation may be a Delaware single-member limited liability company provided that:

(i) the organizational documents of such Corporation shall provide that, as long as any portion of the Obligations remains outstanding, upon the occurrence of any event that causes the Sole Member of such Corporation to cease to be a member of such Corporation (other than (i) upon an assignment by Sole Member of all of its limited liability company interest in Corporation and the admission of the transferee, if permitted pursuant to the organizational documents of Corporation and the Loan Documents, or (ii) the resignation of Sole Member and the admission of an additional member of Corporation, if permitted pursuant to the organizational documents of Corporation and the Loan Documents), a Person that is not otherwise a member of Corporation shall, without any action of any other Person and simultaneously with Sole Member ceasing to be a member of Corporation, automatically be admitted as members of Corporation (in each case, individually, a "**Special Member**" and collectively, the "**Special Members**") and shall preserve and continue the existence of Corporation without dissolution. The organizational documents of Corporation shall further provide that for so long as any portion of the Obligations is outstanding, no Special Member may resign or transfer its rights as Special Member unless a successor Special Member has been admitted to Corporation as a Special Member;

(ii) the organizational documents of Corporation shall provide that, as long as any portion of the Obligations remains outstanding, except as expressly permitted pursuant to the terms of this Agreement, (i) Sole Member may not resign, and (ii) no additional member shall be admitted to Corporation; and

(iii) the organizational documents of Corporation shall provide that, as long as any portion of the Obligations remains outstanding: (i) Corporation shall be dissolved, and its affairs shall be wound up, only upon the first to occur of the following: (A) the termination of the

legal existence of the last remaining member of Corporation or the occurrence of any other event which terminates the continued membership of the last remaining member of Corporation in Corporation unless the business of Corporation is continued in a manner permitted by its operating agreement or the Delaware Limited Liability Company Act (the "Act"), or (B) the entry of a decree of judicial dissolution under Section 18-802 of the Act; (ii) upon the occurrence of any event that causes the last remaining member of Corporation to cease to be a member of Corporation or that causes Sole Member to cease to be a member of Corporation (other than (A) upon an assignment by Sole Member of all of its limited liability company interest in Corporation and the admission of the transferee, if permitted pursuant to the organizational documents of Corporation and the Loan Documents, or (B) the resignation of Sole Member and the admission of an additional member of Corporation, if permitted pursuant to the organizational documents of Corporation and the Loan Documents), to the fullest extent permitted by law, the personal representative of such last remaining member shall be authorized to, and shall, within ninety (90) days after the occurrence of the event that terminated the continued membership of such member in Corporation, agree in writing (I) to continue the existence of Corporation, and (II) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of Corporation, effective as of the occurrence of the event that terminated the continued membership of such member in Corporation; (iii) the bankruptcy of Sole Member or a Special Member shall not cause such Sole Member or Special Member, respectively, to cease to be a member of Corporation and upon the occurrence of such an event, the business of Corporation shall continue without dissolution; (iv) in the event of the dissolution of Corporation, Corporation shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of Corporation in an orderly manner), and the assets of Corporation shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act; and (v) to the fullest extent permitted by law, each of Sole Member and the Special Members shall irrevocably waive any right or power that they might have to cause Corporation or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of Corporation, to compel any sale of all or any portion of the assets of Corporation pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of Corporation.

(t) Corporation hereby covenants and agrees that it will comply with or cause the compliance with, (i) all of the representations, warranties and covenants in this Articles Eight, and (ii) all of the organizational documents of Borrower and Corporation.

(u) Corporation has not permitted and will not permit any Affiliate or constituent party independent access to its bank accounts.

(v) Corporation has paid and intends to pay its own liabilities and expenses, including the salaries of its own employees (if any) from its own funds, and has maintained and shall maintain a sufficient number of employees (if any) in light of its contemplated business operations; provided that the foregoing shall not require any direct or indirect member, partner or shareholder of Corporation to make any additional capital contributions to Corporation.

(w) Corporation has compensated and shall compensate each of its consultants and agents from its funds for services provided to it and pay from its own assets all obligations of any

kind incurred; provided that the foregoing shall not require any direct or indirect member, partner or shareholder of Corporation to make any additional capital contributions to Corporation.

(x) Corporation has allocated and will allocate fairly and reasonably any overhead expenses that are shared with any Affiliate, including shared office space.

(y) Except in connection with the Loan, Corporation has not pledged and will not pledge its assets for the benefit of any other Person.

(z) Corporation has and will have no obligation to indemnify its officers, directors, members or partners, as the case may be, or has such an obligation that is fully subordinated to the Debt and will not constitute a claim against it if cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation.

(aa) the Corporation is a corporation and has a certificate of incorporation or articles that, provide that such entity will not: (A) dissolve, merge, liquidate, consolidate; (B) sell, transfer, dispose, or encumber (except with respect to the Loan Documents) all or substantially all of its assets or acquire all or substantially all of the assets of any Person; or (C) engage in any other business activity, or amend its organizational documents with respect to the matters set forth on this Article Eight without the consent of the Lender.

(bb) Corporation has not, does not, and will not have any of its obligations guaranteed by an Affiliate (other than from the Guarantor with respect to the Loan).


5. Execution: Effective Date: The Second Articles of Amendment to the Articles of Incorporation was adopted by unanimous adopted by the Board of Directors on October 7, 2015.
6. All other provisions of the original Articles of Incorporation remain valid and binding and are not in any way amended except as herein provided.

[SIGNATURE PAGE TO FOLLOW]

10/7/2015 3:31:37 PM From: To: 8506176380(8/8)

IN WITNESS WHEREOF, Morpheus Management, Inc. has caused these second articles of amendment to be executed by its President on this 7th day of October, 2015.

MORPHEUS MANAGEMENT, INC.
a Florida corporation

By: 
Name: Mahendra G. Patel
Its: President

THIS INSTRUMENT PREPARED BY:
KIRTAN PATEL, ESQ.
KUMAR, PRABHU, PATEL & BANERJEE, LLC
ONE LAKESIDE COMMONS, SUITE 800
990 HAMMOND DRIVE NE
ATLANTA, GEORGIA 30338