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FLL HOTELS, INC.**

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September 18, 2012

FLORIDA DEPARTMENT OF STATE
Division of Corporations

FLL HOTELS, INC.
2860 MARINA MILE BLVD
119
FORT LAUDERDALE, FL 33312

SUBJECT: FLL HOTELS, INC.
REF: P06000005262

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The date of adoption of each amendment must be included in the document.

the undersigned states THE ARTICLES OF INCORPORATION was executed, when the enclosed are AMENDED AND RESTATED ARTICLES.

The undersigned is referenced as the President and registered agent, please removed any reference to the registered agent though they are listed as the same person.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

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DIVISION OF CORPORATIONS
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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
FLL HOTELS, INC.**

THE UNDERSIGNED, as President of FLL HOTELS, INC., a Florida corporation ("Corporation"), hereby adopts the following Amended and Restated Articles of Incorporation ("Articles of Incorporation") for the Corporation which amend and restate the original articles of incorporation (as amended, the "Original Articles") which the Corporation filed with the Florida Department of State on January 10, 2006, under Document No. P06000005262.

NOW, THEREFORE, the Original Articles are hereby amended and restated as follows:

ARTICLE 1 -- NAME

The name of the Corporation is: FLL HOTELS, INC.

ARTICLE 2 -- PURPOSE OF CORPORATION

The purpose to be conducted or promoted by the Corporation is to engage only in the following activities:

- (a) to own, renovate, operate, manage, mortgage, encumber, refinance and sell the hotel property located in Broward County, Florida at 455 State Road 84, Fort Lauderdale, FL 33316 (the "Property"); and
- (b) to do any and all things necessary or incidental to accomplish the foregoing business purpose.

ARTICLE 3 -- PRINCIPAL OFFICE/MAILING ADDRESS

The principal office and mailing address of the Corporation is:

2860 Marina Mile Boulevard, Suite 119
Fort Lauderdale, FL 33312

ARTICLE 4 -- CAPITAL STOCK

The number of shares the Corporation is authorized to issue is One Thousand (1,000) shares of common stock, par value \$1.00 per share.

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ARTICLE 5 – MANAGEMENT

For the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and shareholders, it is further provided that:

5.1 Board of Directors. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors of the Corporation (the “Board”).

5.2 Independent Director. Notwithstanding anything to the contrary contained in these Articles of Incorporation, for as long as any indebtedness remains outstanding under the Loan (as hereinafter defined) and for a period of 366 days thereafter (the “Restricted Period”), there shall be a duly elected member (the “Independent Director”) of the Board who for the five (5) year period prior to his or her appointment as Independent Director has not been, and during the continuation of his or her service as Independent Director is not, directly or indirectly:

(a) an employee, manager, stockholder, director, member, partner, officer, attorney or counsel of the Corporation or any of its Affiliates (as hereinafter defined) (other than his or her service as an Independent Director of the Corporation);

(b) a creditor, customer of, or supplier or other Person (as hereinafter defined) who derives any of its purchases or revenues from its activities with the Corporation or any of its shareholders or Affiliates (other than his or her service as an Independent Director if such Person has been provided by a nationally-recognized company that provides professional independent managers);

(c) a Person controlling or under common control with any such employee, manager, stockholder, director, member, partner, officer, attorney, counsel, customer, supplier or other Person; or

(d) any member of the immediate family (including a grandchild or sibling) of a person described in clauses (a), (b) or (c) immediately above. A natural person who otherwise satisfies the foregoing definition shall not be disqualified from serving as an Independent Director of the Corporation because such person is an independent director an Affiliate of the Corporation that does not own a direct or indirect equity interest in the Corporation or any entity that is a co-borrower with the Corporation if such individual is an independent director provided by a nationally-recognized company that provides professional independent directors.

5.3 Covenants and Restrictions. During the Restricted Period, the Corporation shall:

(a) not engage in any business unrelated to the purpose set forth in Article 2 of these Articles of Incorporation;

(b) not have any assets other than those related to the Property;

(c) not engage in, seek or consent to any dissolution, winding up, liquidation, dissolution, consolidation, merger, asset sale (except as expressly permitted by the Mortgage (as hereinafter defined) or the other documents, instruments or agreements evidencing or securing

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the Loan (collectively, the "Loan Documents")) or the like, or amendment of these Articles of Incorporation;

(d) have at least one Independent Director, and not cause or allow the Board of Directors of the Corporation to take any action requiring the unanimous affirmative vote of one hundred percent (100%) of the members of its Board of Directors unless all of the directors (including the Independent Director) shall have participated in such vote;

(e) without the unanimous consent of all of directors (including the Independent Director), not, with respect to itself or to any other entity in which it has a direct or indirect legal or beneficial ownership interest, take any Bankruptcy Action;

(f) maintain adequate capital in light of its contemplated business operations; provided, however, the foregoing shall not require any direct or indirect shareholder of the Corporation to make any additional capital contributions to the Corporation;

(g) not fail to correct any known misunderstanding regarding its separate identity;

(h) maintain its accounts, books and records separate from any other Person and will file its own tax returns;

(i) maintain its books, records, resolutions and agreements as official records;

(j) not commingle its funds or assets with those of any other Person;

(k) hold its assets in its own name;

(l) conduct its business in its name only, and not use any trade name, other than the trade name of the hotel brand under which it operates and fictitious names used by restaurants, sundry shops and other providers of goods and services located on the Property which are owned and operated by the Corporation;

(m) maintain its financial statements, accounting records and other corporate documents separate from any other Person;

(n) pay its own liabilities, including the salaries of its own employees, out of its own funds and assets;

(o) observe all corporate formalities;

(p) maintain an arm's-length relationship with its Affiliates;

(q) have no indebtedness other than the Permitted Indebtedness;

(r) assume or guarantee or become obligated for the debts or obligations of any other Person or hold out its credit or assets as being available to satisfy the debts or obligations of any other Person;

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- (s) not acquire obligations or securities of its shareholders;
- (t) allocate fairly and reasonably shared expenses, including shared office space, and uses separate stationery, invoices and checks;
- (u) except in connection with the Loan, not pledge its assets for the benefit of any other Person;
- (v) hold itself out and identify itself as a separate and distinct entity under its own name and not as a division or part of any other Person;
- (w) 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 Person;
- (x) not make loans to any Person, other than loans to shareholders of the Corporation solely if as a result of making a distribution to such shareholder which is not prohibited by the Loan Documents, such distribution would result in adverse tax consequences to the shareholder because the shareholder's tax basis in the Corporation has been reduced to zero, but in all cases not exceeding \$100,000 in the aggregate;
- (y) not identify its shareholders, or any Affiliate, as a division or part of it;
- (z) not enter into or be a party to any transaction with its shareholders or Affiliates except in the ordinary course of its business and on terms which are intrinsically fair and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party; and
- (aa) consider the interests of its creditors in connection with all corporate actions.

5.4 Bankruptcy Actions.

- (a) The Corporation shall not, without the unanimous consent of all of its directors (including the Independent Director), with respect to itself or to any other entity in which it has a direct or indirect legal or beneficial ownership interest, take any Bankruptcy Action.
- (b) To the maximum extent allowed by applicable law, no Independent Director shall, with regard to any act, or failure to act, in connection with any Bankruptcy Action owe a fiduciary duty or other obligation to the shareholder (except as may specifically be required by applicable law); instead, the Independent Directors' fiduciary duty and other obligations with regard to any act, or failure to act, in connection with any Bankruptcy Action shall be owed to the Corporation including, without limitation, the creditors of the Corporation. Every shareholder shall be deemed to have consented to the foregoing by virtue of its approval of these Articles of Incorporation and no further act or deed of any shareholder being required to evidence such consent.

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5.5 Definitions.

(a) "Affiliate" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with such Person. A Person shall be deemed to control another Person if the controlling Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other Person, whether through the ownership of voting securities or membership interests, by contract or otherwise.

(b) "Bankruptcy Action" means, with respect to any Person, if such Person (i) makes an assignment for the benefit of creditors, (ii) files a voluntary petition in bankruptcy, (iii) is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceedings, (iv) consents to or files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any bankruptcy or insolvency proceeding, (vi) seeks, consents to or acquiesces in the appointment of a trustee, receiver, liquidator, sequestrator, custodian or any similar official of or for such Person or of all or any substantial part of its properties, (vii) one hundred twenty (120) days after the commencement of any proceeding against such Person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, (viii) within ninety (90) days after the appointment without such Person's consent or acquiescence of a trustee, receiver or liquidator of such Person or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within ninety (90) days after the expiration of any such stay, the appointment is not vacated, or (ix) takes any action in furtherance of any of the foregoing.

(c) "Loan" means any indebtedness secured by the Mortgage.

(d) "Mortgage" means a first priority mortgage on the Property.

(e) "Person" means any individual, corporation, limited liability company, partnership, trust, association or other person or entity, or a governmental body or any department or agency thereof.

ARTICLE 6 —INDEMNIFICATION

6.1 Indemnification of Officers, Directors, Employees and Agents.

(a) Subject to Section 6.2 below, the Corporation shall, to the fullest extent permitted by the provisions of the Florida Business Corporation Act (the "Act"), indemnify any and all persons whom it shall have power to indemnify under said provisions from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said provisions, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has been

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caused to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(b) Neither the amendment nor repeal of this Article 6, nor the adoption of any provision of these Articles of Incorporation inconsistent with Article 6, shall eliminate or reduce the effect of this Article 6 in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article 6 if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

6.2 Subordination of Indemnification Obligations. Notwithstanding anything to the contrary contained herein, the obligation of the Corporation to indemnify any party hereunder shall, for so long as there remains outstanding any indebtedness under the Loan, be fully subordinated to the Loan and shall not constitute a claim against the Corporation in the event that available cash flow, after payment of debt service and other payments required under the Loan and all payments required in connection with the ownership, operation and maintenance of the Property, is insufficient to pay such obligation.

ARTICLE 7 -- REGISTERED OFFICE AND REGISTERED AGENT

The registered agent and the street address of the registered office of this Corporation in the State of Florida is:

Sanjaykumar J. Patel
2860 Marina Mile Boulevard, Suite 119
Fort Lauderdale, FL 33312

ARTICLE 8 -- AMENDMENT

The Corporation reserves the right to amend or repeal any provision contained in these Articles of Incorporation, and any right conferred upon the shareholders is subject to this reservation; provided, however, that no amendment or repeal shall be effective without the prior written consent of the holder of the Mortgage during the Restricted Period.

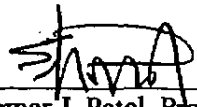
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The amendments were approved by the Board of Directors and the shareholders of the Corporation by Joint Consent Action dated as of September 17, 2012. The number of votes cast by the shareholders in favor of the amendments was sufficient for approval.

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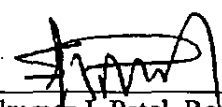
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IN WITNESS WHEREOF, the undersigned President has
executed these Articles of Incorporation this 17th day of September, 2012.
Amended and Restated



Sanjaykumar J. Patel, President

THE UNDERSIGNED, named as the registered agent in Article 7 of these Articles of Incorporation, hereby accepts the appointment as such registered agent, agrees to act in this capacity, and acknowledges that he/she is familiar with, and accepts the obligations imposed upon registered agents under the Florida Business Corporation Act, including specifically Section 607.0505.



Sanjaykumar J. Patel, Registered Agent

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