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**ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION OF
VISTA PLANTATION HOTEL, INC.**

Pursuant to Chapter 607, *Florida Statutes* (the "Act"), the Articles of Incorporation of **Vista Plantation Hotel, Inc.**, a Florida corporation (the "Corporation"), filed with the Florida Secretary of State, Tallahassee, Florida, on January 24, 2011 under Document No. P11000008440, are hereby amended as follows:

1. Article IV Purpose is hereby deleted in its entirety and the following new Article IV Purpose is adopted in its place and stead:

ARTICLE IV - PURPOSE

The Corporation's business shall consist solely of the following:

1. To acquire a general partnership interest in and act as the General Partner of Vista Plantation Hotel, LP (the "Borrowing Partnership"), which is engaged solely in the ownership, operation and management of the real estate project known as Holiday Inn Express located in Plantation, Florida (the "Property"), pursuant to and in accordance with these Articles of Incorporation and the [Borrower] Partnership Agreement (the "Partnership Agreement"); and

2. To engage in such other lawful activities permitted to corporations by the General Corporation Laws of the State of Florida a are incidental, necessary or appropriate to the foregoing.

2. A new article XV, titled Independent Director is hereby adopted as follows:

ARTICLE XV - INDEPENDENT DIRECTOR

1. Until such time as that first lien mortgage (the "Mortgage") in favor of MAM FL LENDER I, LLC (the "Lender"), shall have been paid in full, there shall be at least one Independent Director, in addition to all other directors. An "Independent Director" shall be an individual who shall not have been at the time of initial appointment, or at any time while serving as an Independent Director, and may not have been at any time during the preceding five years (i) a stockholder, director (other than as an Independent Director), officer, employee, partner, attorney or counsel of Corporation, Borrowing Partnership or any Affiliate of either of them, (ii) a customer, supplier or other Person who derives any of its purchases or revenues from its activities with such Corporation, Borrowing Partnership or any Affiliate of either of them, (iii) a Person or other entity controlling or under common control with any such stockholder, partner, customer, supplier or other Person, or (iv) a member of the immediate family of any such stockholder,

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director, officer, employee, partner, customer, supplier or other Person. As used in this definition, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise. For purposes of this Article XV, "Affiliate" shall mean with respect to a specified person or entity, any individual, partnership, corporation, limited liability company, trust, unincorporated organization, association or other entity which, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such person or entity, including, without limitation, any general or limited partnership in which such person or entity is a partner.

2. With the consent of the initial stockholders of the Corporation, which consent the initial stockholders believe to be in the best interest of the initial stockholders and the Corporation, no Independent Director shall, with regard to any action to be taken under or in connection with this Article, owe a fiduciary duty or other obligation to the initial stockholders nor to any successor stockholders (except as may specifically be required by the statutory law of any applicable jurisdiction) and every stockholder, including each successor stockholder, shall consent to the foregoing by virtue of such stockholder's purchase of share of capital stock of the Corporation, no further act or deed of any stockholder being required to evidence such consent. Instead, such Independent Director's fiduciary duty and other obligations with regard to such action under or in connection with this Article shall be owed to the Corporation (including its creditors). In addition no Independent Director may be removed unless his or her successor has been elected.

3. Notwithstanding any other provision of these Articles and any provision of law that otherwise so empowers the Corporation, the Corporation shall not, without the unanimous consent of the Board of Directors, including the Independent Director, do any of the following:

(a) engage in any business or activity other than those set forth in Article IV or cause or allow the Borrowing partnership to engage in any business or activity other than as set forth in its Partnership Agreement;

(b) incur any indebtedness or assume or guaranty any indebtedness of any other entity, other than the Mortgage and indebtedness permitted therein and normal trade accounts payable in the ordinary course of business, except as may be otherwise limited or restricted by the Partnership Agreement;

(c) cause the Borrowing Partnership to incur any indebtedness or to assume or guaranty any indebtedness of any other entity, other than the Mortgage and indebtedness permitted therein and normal trade accounts payable in the ordinary course of business;

(d) dissolve or liquidate, in whole or in part;

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(e) cause or consent to the dissolution or liquidation, in whole or in part, of the Borrowing Partnership;

(f) consolidate or merge with or into any other entity or convey or transfer of lease its property and assets substantially as an entirety to any entity;

(g) cause the Borrowing Partnership to consolidate or merge with or into any other entity or to convey or transfer of lease its property and assets substantially as an entirety to any entity;

(h) with respect to the Corporation or the Borrowing Partnership, institute proceedings to be adjudicate bankrupt or insolvent, or consent to the institution or bankruptcy or insolvency proceedings against it, or file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or similar official) of the Corporation or the Borrowing Partnership or substantial part of the property of the Corporation or the Borrowing Partnership, or make and assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take corporate action in furtherance of any such action;

(i) amend Articles IV, XV or XVI of these Articles of Incorporation of the Corporation or approve any amendment to Sections 4.3 or 4.4 of the Partnership Agreement governing the Borrowing Partnership; or

(j) withdraw as general partner of the Borrowing Partnership.

3. A new article XVI, titled Separateness Covenants is hereby adopted as follows:

ARTICLE XVI – SEPARATENESS COVENANTS. The Corporation shall:

1. maintain books and records and bank accounts separate from those of any other person;

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

3. hold regular Board of Director and stockholder meetings, as appropriate, to conduct the business of the Corporation, and observe all other corporate formalities;

4. hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;

5. 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

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group;

6. allocate and charge fairly and reasonably any common employee or overhead shared with affiliates;

7. transact all business with affiliates on an arm's length basis and pursuant to enforceable agreements;

8. conduct business in its own names, and use separate stationery, invoices and checks;

9. not comingle its assets or funds with those of any other person; and

10. no assume, guarantee or pay the debts or obligations of any other person.

4. The date of adoption of the amendment is February 8, 2011,

5. The effective date of the amendment is the date of filing of the Amendment.

6. 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.

7. Except as set forth herein, the Articles of Incorporation filed ^{January 24, 2011} ~~May 4, 2010~~ remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused these Articles of Amendment to Articles of Incorporation to be executed the 8th day of February, 2011.

Print Name: Amin S. Vistram
Title: Director and President

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