

P14000021882

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14 OCT -6 PM 12:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amd/Restate

OCT 6 2014

R. WHITE

LAW OFFICES
BLAXBERG, GRAYSON & KUKOFF, P. A.

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West Coast Office
2047 5th Avenue N
St. Petersburg, FL 33713

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Moises T Grayson*
Ian J. Kukoff**
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Amanda Lipsky
Declan Mahoney
Alexis Read
Juan Carlos Alexander
Lilian Rodriguez-Baz
*Also Licensed in New York
**Also Licensed in Texas

September 23, 2014

VIA FEDEX

Department of State
Division of Corporations
Attn: Amendment Section
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

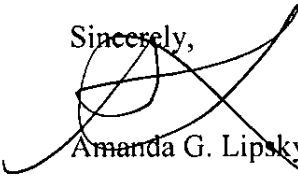
Re: Hollywood Lodging, Inc.
Document No.: P14000021882

To Whom It May Concern:

In connection to the above-referenced entity, attached please find the Articles of Amendment of Articles of Incorporation of Hollywood Lodging, Inc.

Also enclosed you will find a check in the amount of \$35.00 to pay for the required fee. If you have any questions, please contact our office.

Sincerely,



Amanda G. Lipsky, Esq.

Enclosures
1530/morales/4527-3

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: HOLLYWOOD LODGING, INC.

DOCUMENT NUMBER: P14000021882

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

Please return all correspondence concerning this matter to the following:

I. Barry Blaxberg

Name of Contact Person

Blaxberg, Grayson & Kukoff , P.A.

Firm/ Company

25 SE 2nd Ave., Suite 730

Address

Miami, Florida 33131

City/ State and Zip Code

barry.blaxberg@blaxgray.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Amanda Lipsky

Name of Contact Person

at (305) 381-7979 ext. 330

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

☒ \$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



FLORIDA DEPARTMENT OF STATE
Division of Corporations

October 2, 2014

I.BARRY BLAXBERG
25 SE 2ND AVE.,STE 730
MIAMI, FL 33131

SUBJECT: HOLLYWOOD LODGING, INC.
Ref. Number: P14000021882

We have received your document for HOLLYWOOD LODGING, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please file the document as either Articles of Amendment or Restated Articles of Incorporation pursuant to applicable Florida Statutes.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

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

Rebekah White
Regulatory Specialist II

Letter Number: 514A00021094

FILED

14 OCT -6 PM 12:00

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
HOLLYWOOD LODGING, INC.**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida Profit Corporation adopts the following Amended and Restated Articles of Incorporation, which shall replace and supersede in their entirety the previous Articles of Incorporation of the Corporation:

**ARTICLE 1
NAME**

The name of the Corporation is HOLLYWOOD LODGING, INC.

**ARTICLE 2
PURPOSE**

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

- (i) The acquisition, ownership, operation and management of the real property located in Broward County, Florida with a street address of 2601 North 29th Avenue, Hollywood, Florida 33020 (the "Property"), pursuant to and in accordance with these Articles of Incorporation; and
- (ii) to engage in such other lawful activities permitted to corporations under the laws of Florida as are incidental, necessary or appropriate to the foregoing.

**ARTICLE 3
LIMITATIONS**

Notwithstanding any other provision of these Articles and any provision of law that otherwise empowers the Corporation and so long as any obligations secured by those certain loan documents in connection with the financing of the Property from U.S. Bank National Association, as Trustee, successor in interest to Bank of America National Association, as Trustee, successor in interest to Wells Fargo Bank, N.A. as Trustee for the registered holders of COBALT CMBS Commercial Mortgage Trust 2007-C3, Commercial Mortgage Pass-Through Certificates, Series 2007-C3 (the loan documents shall collectively hereinafter be referred to as the "Loan Documents") remain outstanding and not discharged in full, the Corporation shall not, without the unanimous consent of the Board of Directors, do any of the following:

- (i) 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;

- (ii) take any action that, under the terms of any certificate or articles of incorporation, by-laws, or any voting trust agreement with respect to such entity's common stock, requires the unanimous affirmative vote of 100% of the members of the board of directors unless all of the directors shall have participated in such vote;

ARTICLE 4

SEPARATENESS/OPERATIONS MATTERS

For so long as the Debt ("Debt" shall mean all sums referred to in Paragraphs (1) through (4) on page 9 of 77 of that certain Receipt for Future Advance and Amended and Restated Mortgage, Security Agreement and Fixture filing dated July 7, 2007 and recorded in Official Records Book 44180, Page 1129 of the Public Records of Broward County, Florida, the obligations under which are to be assumed by the Corporation) remains unpaid the Corporation has not and shall not:

- (i) acquire or own any material asset other than (i) the Property, and (ii) such incidental personal property as may be necessary for the ownership, operation and maintenance of the Property;
- (ii) engage in any business or activity other than those set forth in Article 2;
- (iii) nor will any partner, limited or general, member or shareholder thereof, as applicable, amend, modify or otherwise change its partnership certificate, partnership agreement, articles of incorporation, by-laws, operating agreement, articles of organization, or other formation agreement or document, as applicable, in any material term or manner, or in an manner which adversely affects the Corporation's existences as a single purpose entity.
- (iv) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the Debt, and (ii) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property customarily satisfied within thirty (30) days not evidenced by a note and in an aggregate amount not to exceed two percent (2.0%) of the existing principal balance of the Note ("Note" shall mean and refer to the Consolidated Promissory Note in the consolidated principal amount of Ten Million Two Hundred Forty Thousand and No/100 Dollars (\$10,240,000.00) made on June 7, 2007 by Prince-Bush Investments-Hollywood, LLP as Borrower and payable to the order of Wachovia Bank, National Association, as Lender, the obligations under which are to be assumed by the Corporation), and no other debt will be secured (senior, subordinate or pari passu) by the Property;
- (v) liquidate or dissolve (or suffer any liquidation or dissolution), or enter into any transaction or merger or consolidation, or acquire by purchase or otherwise all or substantially all the business or assets of, or any stock or other evidence of beneficial ownership of any entity;
- (vi) nor will not any partner, limited or general, member or shareholder thereof, as applicable, violate the terms of its partnership certificate, partnership agreement, articles of incorporation, bylaws, operating agreement, articles of organization, or other formation agreement or document, as applicable;

- (vii) cause the Corporation to merge into or consolidate with any person or entity or dissolve, terminate or liquidate, in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;
- (viii) fail to preserve its existence as an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or formation, or without the prior written consent of the holder of the Loan Documents, amend, modify, terminate or fail to comply with the provisions of these Articles of Incorporation;
- (ix) fail to observe all formalities applicable to it;
- (x) fail to operate its business as presently conducted and operated;
- (xi) own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of the holder of the Loan Documents;
- (xii) commingle its assets with the assets of any shareholder, principal or affiliate of the Corporation, or of any other person or entity or transfer any assets to any such person or entity other than distributions on account of equity interests in the Corporation permitted by the Loan Documents and properly accounted for;
- (xiii) allow the Corporation to become insolvent and shall pay its debts from its assets as the same shall become due;
- (xiv) fail to maintain its financial statements, books and records and bank accounts separate from those of its affiliates, including, without limitation, its general partners or members, as applicable;
- (xv) enter into any contract or agreement with any shareholder, principal or affiliate of the Corporation or any guarantor of all or a portion of the obligations secured by the Loan Documents or any partner, member, shareholder, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any shareholder, principal or affiliate of the Corporation, as the case may be, any guarantor or any partner, member, shareholder, principal or affiliate thereof;
- (xvi) fail to correct any known misunderstandings regarding the separate identity of the Corporation;
- (xvii) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of the Corporation;
- (xviii) make any loans or advances to any third party, including any shareholder, principal or affiliate of the Corporation, or any shareholder, partner, member, principal or affiliate thereof;
- (xix) fail to file its own tax returns or to use separate contracts, purchase orders, stationery, invoices and checks;

- (xx) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the Corporation is responsible for the debts of any third party (including any shareholder, principal or affiliate of the Corporation or any shareholder, partner, member, principal or affiliate thereof);
- (xxi) fail to allocate fairly and reasonably among the Corporation and any third party any overhead for common employees, shared office space or other overhead and administrative expenses;
- (xxii) allow any person or entity to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;
- (xxiii) fail to be solvent and not pay its debts from its assets as the same shall become due;
- (xxiv) engage and either directly or indirectly in any business other than the ownership, management and operation of the Property;
- (xxv) fail to establish and maintain an office through which business will be conducted separate and apart from those of its affiliates;
- (xxvi) allow any shareholder to violate any terms of these Articles of Incorporation;
- (xxvii) fail to maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person;
- (xxviii) fail 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;
- (xxix) share any common logo with or hold itself out as or be considered as a department or division of (i) any shareholder, principal, or affiliate of the Corporation, (ii) any affiliate of a shareholder of the Corporation, or (iii) any other person or entity or allow any person or entity to identify the Corporation as a department or division of that person or entity;
or
- (xxx) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Corporation or the creditors of any other person or entity.

ARTICLE 5: SUBORDINATION OF INDEMNIFICATION PROVISIONS

Notwithstanding any provision hereof to the contrary, any indemnification claim against the Corporation arising under these Articles, the By-Laws or the laws of the state of organization of the Corporation shall be fully subordinate to any obligations of the Corporation arising under the Loan Documents, and shall only constitute a claim against the Corporation to the extent of, and shall be paid by the Corporation in monthly installments only from, the excess of net operating income of the Corporation for any month over all obligations (including payments of taxes, insurance and operating expenses and funding any required reserves) then due under Loan Documents.

**ARTICLE 6
CAPITAL STOCK**

This Corporation is authorized to issue a maximum of One Thousand (1,000) shares of common stock having a par value of One Dollars (\$1.00) per share. The consideration to be paid for each share of stock shall be fixed by the Board of Directors.

**ARTICLE 7
INITIAL REGISTERED AGENT AND INITIAL REGISTERED OFFICE**

The Corporation's initial Registered Agent and Registered Office in the State of Florida shall be:
I. Barry Blaxberg, Esq. 25 SE 2nd Avenue, Suite 730, Miami, Florida 33131.

**ARTICLE 8
MAILING ADDRESS OF CORPORATION**

The Corporation's mailing address shall be: 2601 North 29th Avenue, Hollywood, Florida 33020.

**ARTICLE 9
BOARD OF DIRECTORS**

The number of Directors may be altered from time to time by By-Laws adopted by the Stockholders. However, the Corporation shall have no less than one (1) Director at any time.

**ARTICLE 10
INITIAL DIRECTORS**

The name and post office address of the Directors of the Corporation is:

Name	Address
Nayan C. Patel, Director	200 Biscayne Boulevard Way Unit# 5 109
Anit S. Patel, Director	Miami, Florida 33131 13572 NW 2 nd Manor Unit #103 Plantation, Florida 33325
Jayesh N. Patel, Director	2011 Veasly Street Greensboro, NC 27407

The Directors shall hold office until the first annual meeting of the Stockholders of the Corporation.

**ARTICLE 11
BY-LAWS**

The first By-Laws of the Association will be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws.

**ARTICLE 12
INCORPORATOR**

The name and post office address of the Incorporator executing these Articles of Incorporation is:

Incorporator
I. Barry Blaxberg

Address
25 SE 2nd Avenue, Suite 730
Miami, Florida 33131


THE UNDERSIGNED directors and shareholders, for the purpose of amending and restating these Articles of Incorporation, hereby declaring and certifying that the facts stated are true.

By: _____


Nayan C. Patel, Director and Shareholder

SIGNATURES CONTINUE ON NEXT PAGE

By: _____


Jayesh N. Patel, Director and Shareholder

SIGNATURES CONTINUE ON NEXT PAGE

By: 
Anit S. Patel, Director and Shareholder

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

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

Adoption of Amendment(s) (CHECK ONE)

☒ The amendment(s) was/were adopted 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.

Dated 9/22/2014

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)

NAYAN PATEL

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)