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ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION OF
PLS HOSPITALITY MANAGEMENT COMPANY

Pursuant to Section 607.1006 of the Florida Statutes, the Articles of Incorporation of PLS HOSPITALITY MANAGEMENT COMPANY, a Florida corporation (the "Corporation"), are hereby amended as follows:

1. The name of the Corporation is PLS HOSPITALITY MANAGEMENT COMPANY.
2. The document number is P15000010285.
2. Article III of the Articles of Incorporation of the Corporation is hereby amended to read as follows:

"III. Corporate Purpose

The Corporation is organized solely for the purpose of acting as a member of the Company, and in such capacity to acquire, develop, own, manage and/or operate the Property, and to cause the Company to enter into that certain loan agreement between the Company and Cantor Commercial Real Estate Lending, L.P. and the documents and instruments related thereto, and to engage in any activity that is incidental, necessary or appropriate to accomplish the foregoing.

- (1) For purposes of this Article III, the following terms are hereby defined:
 - a. "Affiliate" shall mean, as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person or is a director or officer of such Person or of an Affiliate of such Person.
 - b. "Company" shall mean Milestone Hospitality, LLC, a Florida limited liability company, which owns the Property (defined below).

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- c. "Control" shall mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of such Person, whether through ownership of voting securities, by contract or otherwise. "Controlled" and "Controlling" shall have correlative meanings.
 - d. "Loan Agreement" means that certain loan agreement, dated as of the date hereof, between Company, as borrower, and Cantor Commercial Real Estate Lending, L.P., as lender.
 - e. "Property" shall mean the real property and improvements thereon known by street address 4760 Helen Hauser Boulevard, Titusville, Florida 32780.
- (2) The Corporation cannot amend or otherwise modify any or all part of this Section (covering "Corporate Purpose") until the Debt (as defined in the Loan Agreement) is paid in full.
 - (3) The Corporation is organized solely for the purpose of acting as a member of the Company.
 - (4) The Corporation will not engage, in any business unrelated to acting as a member and/or managing member of the Company.
 - (5) The Corporation will not have any assets other than its membership interest in the Company.
 - (6) The Corporation will not cause or allow its board of directors to take any Bankruptcy Action (as defined in the Loan Agreement) either with respect to itself or with respect to the Company.

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- (7) The Corporation will not engage in, seek or consent to, any dissolution, winding up, liquidation, consolidation, merger, sale of all or substantially all of its assets, transfer of membership interests or amendment of its articles of incorporation, with respect to the matters set forth in this definition.
- (8) The Corporation intends to remain solvent and shall pay its debts and liabilities from its then available assets (including a fairly-allocated portion of any personnel and overhead expenses that it shares with any Affiliate) as the same shall become due, and has maintained and shall 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.
- (9) The Corporation will not fail to correct any known misunderstanding regarding the separate identity of the Corporation and shall not identify itself as a division of any other Person.
- (10) The Corporation will maintain its accounts, books and records separate from any other Person and will file its own tax returns, except to the extent that it is required to file consolidated tax returns by law and, it shall not file a consolidated Federal income tax return with any other Corporation, except to the extent that it is required by law to file consolidated tax returns.
- (11) The Corporation will maintain its own records, books, resolutions and agreements.
- (12) The Corporation will hold its assets in its own name.
- (13) The Corporation shall conduct its business in its name or in a name franchised or licensed to it by an entity other than an Affiliate of itself or of the Company,

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except for business conducted on behalf of itself by another Person under a business management services agreement that is on commercially reasonable terms, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Company.

- (14) The Corporation will maintain its books, bank accounts, balance sheets, financial statements, accounting records and other entity documents separate from any other Person and has not permitted, and will not permit, its assets to be listed as assets on the financial statement of any other entity except as required by GAAP; provided, however, that appropriate notation shall be made on any such consolidated statements to indicate its separateness from such Affiliate and to indicate that its assets and credit are not available to satisfy the debt and other obligations of such Affiliate or any other Person and such assets shall be listed on its own separate balance sheet.
- (15) The Corporation will pay its own liabilities and expenses, including the salaries of its own employees, out of its own funds and assets, and has maintained and will maintain a sufficient number of employees in light of its contemplated business operations.
- (16) The Corporation will observe all corporate formalities.
- (17) The Corporation will not assume or guarantee or become obligated for, the debts of any other Person and has not held out and will not hold out its credit as being available to satisfy the obligations of any other Person.
- (18) The Corporation will not acquire obligations or securities of its shareholders or any other Affiliate.

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- (19) The Corporation will allocate, fairly and reasonably, any overhead expenses that are shared with any Affiliate, including, but not limited to, paying for shared office space and services performed by any employee of an Affiliate.
- (20) The Corporation will maintain and use, separate stationery, invoices and checks bearing its name, which stationery, invoices, and checks utilized by the Corporation or utilized to collect its funds or pay its expenses have borne, shall bear its own name and have not borne and shall not bear the name of any other entity unless such entity is clearly designated as being the Corporation's agent.
- (21) The Corporation will not pledge its assets for the benefit of any other Person.
- (22) The Corporation will hold itself out and identify itself, as a separate and distinct entity under its own name or in a name franchised or licensed to it by an entity other than an Affiliate of the Company and not as a division or part of any other Person, except for services rendered under a business management services agreement with an Affiliate that complies with the terms contained in Paragraph 23 below of this definition, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Company.
- (23) The Corporation 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 other Person.
- (24) The Corporation will not make loans to any Person or hold evidence of indebtedness issued by any other Person or entity (other than cash and investment-

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grade securities issued by an entity that is not an Affiliate of or subject to common ownership with the Corporation).

- (25) The Corporation will not identify its shareholders, or any Affiliate of any of them, as a division or part of it, and has not identified itself, and shall not identify itself, as a division of any other Person.
- (26) The Corporation will not enter into or be a party to, any transaction with its shareholders or Affiliates except (i) in the ordinary course of its business and on terms which are intrinsically fair, commercially reasonable and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party, and (ii) in connection with this Agreement.
- (27) The Corporation other than capital contributions and distributions permitted under the terms of its organizational documents, has not entered into or been a party to, and shall not enter into or be a party to, any transaction with any of its shareholders or Affiliates except in the ordinary course of its business and on terms which are commercially reasonable terms comparable to those of an arm's length transaction with an unrelated third party.
- (28) The Corporation shall consider the interests of its creditors in connection with all corporate actions.
- (29) The Corporation will comply with all of the terms and provisions contained in its organizational documents and cause statements of facts contained in its organizational documents to be and to remain true and correct.

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- (30) The Corporation (i) has not comingled, and will not commingle its funds or assets with those of any other Person and (ii) has not participated and will not participate in any cash management system with any other Person.
- (31) The Corporation will have no Indebtedness (as defined in the Loan Agreement) (including loans, whether or not such loans are evidenced by a written agreement).
- (32) The Corporation will not have any of its obligations guaranteed by any Affiliate.
- (33) The Corporation shall not permit any Affiliate or constituent party independent access to its bank accounts.
- (34) The Corporation has no contingent or actual obligations not related to the Property.
- (35) The Corporation has no judgments or Liens (as defined in the Loan Agreement) of any nature filed or recorded against it."

3. The foregoing amendment was adopted on February 25, 2015, by the written consent of the shareholders and directors of the Corporation in accordance with the provisions of Sections 607.1003(6), 607.0704 and 607.0821 of the Florida Statutes.

IN WITNESS WHEREOF, the undersigned President of the Corporation has executed these Articles of Amendment on the 25 day of February, 2015.



 SUMAN R. PATEL, President