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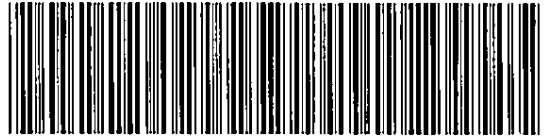
(Business Entity Name)

(Document Number)

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2019 MAY - 1 AM 10: 02

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MAY - 1 PM 4: 34
DEPT. OF REVENUE
CORPORATIONS
TALLAHASSEE, FLORIDA

C. GOLDEN

MAY - 2 2019

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

**RESUBMITTING FOR CLIENT,
PLEASE RELEASE CLIENT FUNDS AND
CHARGE ALL FEES TO CSC**

ACCOUNT NO. : I20000000195
REFERENCE : 747129 6457A
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 35.00

ORDER DATE : May 1, 2019
ORDER TIME : 1:39 PM
ORDER NO. : 747129-005
CUSTOMER NO: 6457A

DOMESTIC AMENDMENT FILING

NAME: DOUGIE H, INC

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Roxanne Turner -- EXT# 62969

EXAMINER'S INITIALS: _____

FILED

2019 MAY -1 AM 10:02

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
DOUGIE H, INC.

ARTICLES OF INCORPORATION ORIGINALLY FILED ON
May 10, 2018.

The Articles of Incorporation are amended and restated as provided below.

ARTICLE 1. PURPOSE.

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

(a) To acquire a membership interest in and act as the Manager of Douglas Lodging LLC, a Florida limited liability company (the "Borrower"), which is engaged solely in the ownership, operation and management of the real estate project known as TownePlace Suites Altamonte Springs located in Altamonte Springs, Seminole County, Florida 32714 (the "Property"), pursuant to and in accordance with these Articles of Incorporation and Borrower's Articles of Organization and Operating Agreement (the "Borrower's Agreements"); and

(b) to engage in such other lawful activities permitted by the laws of the State of Florida as are incidental, necessary or appropriate to the foregoing.

ARTICLE 2. LIMITATIONS.

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 its Directors, do any of the following:

(a) engage in any business or activity other than those set forth in Article 1 or cause or allow the Borrower to engage in any business or activity other than as set forth in the Borrower Agreements;

(b) incur any indebtedness or assume or guaranty any indebtedness of any Person, other than the obligations (the "Loan") as evidenced by that certain Second Amended and Restated Promissory Note entered by the Borrower and made payable to Société Générale Financial Corporation (together with its successors and/or assigns, "Lender") and an Amended and Restated Loan Agreement entered by the Borrower and Lender (as amended, the "Loan Agreement") and secured by the lien on the Property evidenced by a Second Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement filed in the official public records of Seminole County, Florida for the benefit of Lender (the "Security Instrument") and indebtedness permitted therein and normal trade accounts payable in the ordinary course of business (subject to the limitations contained in the Loan Agreement);

(c) cause the Borrower to incur any indebtedness or to assume or guaranty any indebtedness of any Person, other than the Loan and indebtedness permitted by and subject to the terms and limitations contained in the Loan Agreement;

- (d) dissolve, wind-up or liquidate, in whole or in part;
- (e) cause or consent to the dissolution, winding-up or liquidation, in whole or in part, of the Borrower;
- (f) consolidate, combine or merge with or into any other Person or convey or transfer or lease its property and assets substantially as an entirety to any Person;
- (g) cause the Borrower to consolidate, combine or merge with or into any Person or to convey or transfer or lease its Property and assets substantially as an entirety to any Person;
- (h) with respect to the Corporation or the Borrower, institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Corporation or the Borrower, 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 other similar official) of the Corporation or the Borrower or a substantial part of the property of the Corporation or the Borrower, or make any assignment for the benefit of creditors, or admit in writing the Corporation's inability to pay its debts generally as they become due, or take corporate action in furtherance of any such action;
- (i) amend Articles 1, 2, 3, 4, 5, or 6 of these Articles of Incorporation of the Corporation or approve an amendment to Section 3 or Exhibit C of the Operating Agreement governing the Borrower; or
- (j) withdraw as the Manager of the Borrower.

So long as any obligations secured by the Security Instrument remain outstanding and not paid in full, the Corporation shall have no authority to take, and shall not take, any action in items (a) through (g), (i) or (j) above without (1) the prior written consent of the holder of the Security Instrument and, (2) after any Securitization (as defined in the Loan Agreement) and if requested by holder of the Security Instrument, confirmation from each of the Rating Agencies (as defined in the Loan Agreement) that such action will not result in the qualification, withdrawal or downgrade of any securities rating assigned in connection with the Loan.

ARTICLE 3. SEPARATENESS/OPERATIONS MATTERS.

The Corporation shall:

- (a) maintain books and records and bank accounts separate from those of any other Person and cause the Borrower to maintain books and records and bank accounts separate from those of any other Person;
- (b) maintain its assets in its own name and in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (c) cause the Borrower to maintain its assets in its own name and in such a manner that it is not costly or difficult to segregate, identify or ascertain such Borrower's assets;

(d) hold regular meetings of the Directors to conduct the business of the Corporation, and observe all other corporate formalities;

(e) cause the Borrower to hold regular Borrower meetings, as appropriate, to conduct the business of the Borrower and to observe all other legal formalities;

(f) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;

(g) cause the Borrower to hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;

(h) prepare separate tax returns and financial statements and not permit its assets to be listed as assets on the financial statements of any other entity, or if part of a consolidated group, then it will be shown as a separate member of such group;

(i) cause the Borrower to prepare separate tax returns and financial statements for itself and not permit the assets of the Borrower to be listed as assets on the financial statements of any other entity, or if part of a consolidated group, then such that the Borrower will be shown as a separate member of such group;

(j) allocate and charge fairly and reasonably any common employee or overhead shared with Affiliates;

(k) cause the Borrower to allocate and charge fairly and reasonably any common employee or overhead shared with Affiliates of the Borrower;

(l) transact all business and cause the Borrower to transact all business with Affiliates on an arm's-length basis and pursuant to enforceable agreements, the terms of which are intrinsically fair, commercially reasonable and are no less favorable than would be obtained in a comparable transaction with an unrelated third party;

(m) conduct business in its own name, and use separate stationery, invoices and checks;

(n) cause the Borrower to conduct business in its own name, to use its own separate stationery, invoices and checks;

(o) not commingle its assets or funds or those of the Borrower with those of any other Person;

(p) not assume, guarantee or pay the debts or obligations of any other Person or hold out its credit as being available to satisfy the obligations of others;

(q) not cause or allow the Borrower to assume, guaranty or pay the debts or obligations of any other Person or hold out the credit of the Borrower as being available to satisfy the obligations of others;

(r) neither make any loans or advances to any Person or entity nor hold evidence of indebtedness issued by any Person or entity;

(s) neither cause the Borrower to make any loans or advances to any Person or entity nor cause the Borrower to hold evidence of indebtedness issued by any Person or entity;

(t) timely pay all of its tax obligations and cause the Borrower to timely pay all of its tax obligations;

(u) pay its own liabilities only out of its own funds and cause the Borrower to pay its own liabilities only out of its own funds;

(v) not pledge its assets for the benefit of any other entity;

(w) cause the Borrower to not pledge its assets for the benefit of any other entity;

(x) pay the salaries of its own employees, if any, and maintain a sufficient number of employees in light of the contemplated business operations;

(y) cause the Borrower to pay the salaries of its own employees, if any, and maintain a sufficient number of employees in light of the Borrower's contemplated business operations;

(z) correct any known misunderstanding regarding its separate identity and cause the Borrower to correct any known misunderstanding regarding its separate identity;

(aa) not acquire any securities or obligations of its stockholders, shareholders, officers, directors or any Affiliate of the Corporation, the Borrower or both;

(bb) cause the Borrower to not acquire any securities or obligations of its Partners or any Affiliate of the Borrower, the Corporation or both;

(cc) cause the officers, directors, managers, members and other representatives of the Corporation to act at all times with respect to the Corporation and Borrower consistent and in furtherance of the foregoing and in the best interests of the Corporation and Borrower while simultaneously considering the interests of its creditors;

(dd) maintain adequate capital in light of the Corporation's contemplated business purpose, transactions and liabilities and cause the Borrower to maintain adequate capital in light of the Borrower's contemplated business purpose, transactions and liabilities;

(ee) remain solvent and pay all of its debts and liabilities from its assets as they become due and cause the Borrower to remain solvent and pay all of its debts and liabilities from the Borrower's assets as they become due; and

(ff) not identify any of its stockholders, shareholders, officers, directors or any Affiliate thereof as a division or part of the Corporation, and will not identify itself as a division or part of any other entity and will neither cause the Borrower to identify any of its members,

managers or any Affiliate thereof as a division or part of the Borrower, nor cause the Borrower to identify itself as a division or part of any other entity.

ARTICLE 4. SUBORDINATION OF INDEMNITIES.

All indemnification obligations of the Corporation are fully subordinated to any obligations respecting the Property and such indemnification obligations shall in no event constitute a claim against the Corporation if cash flow in excess of amounts necessary to pay obligations under the Loan is insufficient to pay such indemnification obligations.

ARTICLE 5. THIRD PARTY BENEFICIARY.

It is specifically agreed by all shareholders, directors and officers of the Corporation that Lender shall be a third-party beneficiary of the terms and provisions contained herein.

ARTICLE 6. GENERAL INFORMATION.

Principal Office: 505 Riverfront Parkway
Chattanooga, Tennessee 37402

ARTICLE 7. REGISTERED AGENT.

Registered Agent: Northwest Registered Agent, LLC
7901 4th St N, Ste 300
St. Petersburg, FL 33702

Having been named as registered agent to accept service of process for the Corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.



05/01/2019

, Registered Agent

Date

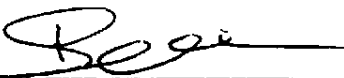
ARTICLE 8. INCORPORATOR.

Name and Address: Hiren Desai
505 Riverfront Parkway
Chattanooga, Tennessee 37402

ARTICLE 9. NUMBER OF SHARES.

Number of Shares: 100

I submit this document and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third-degree felony as provided in s.817.155, F.S.


Hirén Desai, Incorporator 5/1/19
Date

The date of each amendment(s) adoption: April 9, 2019 if other than the date this document was signed.

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

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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 4/9/2019

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)

Hiren Desai

(Typed or printed name of person signing)

President

(Title of person signing)