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Division of Corporations

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**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
FTP HOTEL GROUP MM, INC.,
a Florida corporation**

Pursuant to the provisions of Section 607.1006 of the Florida Business Corporation Act (the "Corporations Act"), **FTP HOTEL GROUP MM, INC.**, a Florida corporation (the "Corporation") hereby adopts the following Articles of Amendment to its Articles of Incorporation ("Amendment"):

FIRST. The date of filing the Articles of Incorporation was August 10, 2018 (Document No. P18000068929).

SECOND. The following amendments to the Articles of Incorporation were adopted by the Corporation:

Article III of the Articles of Incorporation of the Corporation is hereby deleted in its entirety and replaced with the following language:

"ARTICLE III: PURPOSE

The nature of the business and of the purposes to be conducted and promoted by the Corporation, is to engage solely in the following activities:

1. To own its managing membership interest in FTP HOTEL GROUP, LLC, a Florida limited liability company.
2. To exercise all powers enumerated in the Florida Business Corporation Act that are necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein."

Article V of the Articles of Incorporation of the Corporation is hereby deleted in its entirety and replaced with the following language:

"ARTICLE V: INITIAL DIRECTORS

The initial board of directors of the Corporation shall consist of one (1) member. This number may be increased or decreased from time to time in accordance with the Corporation's bylaws, but shall never be less than one (1). The names and addresses of the individuals who will serve on the initial board of directors are:

Bharat M. Patel

110 Sullivan Place
Pooler, Georgia 31322"

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Article VII of the Articles of Incorporation of the Corporation is hereby deleted in its entirety and replaced with the following language:

"ARTICLE VII: INCORPORATOR

The name and street address of the Corporation's incorporator is:

Bharat M. Patel

110 Sullivan Place
Pooler, Georgia 31322"

The Articles of Incorporation of the Corporation are hereby amended to add the following Article VIII:

"ARTICLE VIII: SINGLE PURPOSE ENTITY/SEPARATENESS MATTERS

Section 8.1 Single Purpose Entity/Separateness. Notwithstanding anything to the contrary contained herein, for so long as that certain first mortgage loan ("Loan") made by UBS AG, by and through its branch office at 1285 Avenue of the Americas, New York, New York (together with its successors and assigns, collectively, "Lender") to FTP HOTEL GROUP, LLC, a Florida limited liability company ("Borrower"), pursuant to that certain Loan Agreement (the "Loan Agreement") by and between Borrower and Lender, remains outstanding, in the event of any conflict between the provisions contained in this Article VIII and the other provisions of these Articles of Incorporation, the provisions of this Article VIII shall control and govern. All capitalized terms within this Article VIII shall have the meaning ascribed to them in that certain Loan Agreement.

Section 8.2 Covenants. The Corporation has complied since the date of its formation with the following requirements, and shall comply with such requirements for so long as the Loan shall remain outstanding:

(a) The Corporation (i) has been organized solely for the purpose of owning its managing membership interest in the Borrower, and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing, and (ii) has not owned, does not own, and will not own any asset or property other than its managing membership interest in the Borrower.

(b) The Corporation has not engaged and will not engage in any business or activity other than the lawful business that is incident, necessary and appropriate to its ownership interest in the Borrower, and the Corporation will conduct and operate its business as presently conducted and operated.

(c) The Corporation has not entered and will not enter into any contract or agreement with any Affiliate of the Corporation, any constituent party of the Corporation or any Affiliate of any constituent party, except upon terms and conditions that are intrinsically fair, commercially reasonable, and no less favorable to it than those that would be available on an arm's-length basis from an unrelated third party.

(d) The Corporation has not incurred and will not incur any Indebtedness other than unsecured trade payables incurred in the ordinary course of business related to

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the ownership of an interest in Borrower that (i) do not exceed at any one time \$10,000, and (ii) are paid within thirty (30) days of the date incurred.

(e) The Corporation has not made and will not make any loans or advances to any other Person (including any Affiliate of the Corporation, any constituent party of the Corporation or any Affiliate of any constituent party), and has not acquired and shall not acquire obligations or securities of its Affiliates.

(f) The Corporation has been, is, and will endeavor to remain solvent and the Corporation has paid its debt and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same became due and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due; provided, however, that nothing contained in this subsection (f) shall create an obligation on the part of any direct or indirect shareholder, partner, member, officer, director, employee or Affiliate of the Corporation to make loans, equity infusions or capital contributions to the Corporation.

(g) (i) The Corporation has done or caused to be done, and will do and cause to be done, all things necessary to observe its organizational formalities and preserve its existence, (ii) the Corporation has not terminated or failed to comply with, will not terminate or fail to comply with the provisions of its Organizational Documents, (iii) the Corporation has not amended, modified or otherwise changed its Organizational Documents other than with respect to the Articles of Amendment to the Corporation's Articles of Incorporation (the "Amendment Articles") prepared in order to amend and restate the purpose of the Corporation as more particularly described in the Amendment Articles; and (iv) unless (A) Lender has consented in writing and (B) following a Securitization of the Loan, the Rating Agencies have issued a Rating Agency Confirmation in connection therewith, the Corporation will not amend, modify or otherwise change its Organizational Documents.

(h) The Corporation has maintained and will maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any other Person. The Corporation's assets have not been listed as assets on the financial statement of any other Person; provided, however, that the Corporation's assets may have been included in a consolidated financial statement of its Affiliates; provided that, if applicable, (i) appropriate notation were made on such consolidated financial statements to indicate the separateness of the Corporation and such Affiliates and to indicate that the Corporation's assets and credit were not available to satisfy the debts and other obligations of such Affiliates or any other Person, and (ii) such assets were listed on the Corporation's own separate balance sheet. The Corporation's assets will not be listed as assets on the financial statement of any other Person; provided, however, that the Corporation's assets may be included in a consolidated financial statement of its Affiliates provided that (A) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of the Corporation and such Affiliates and to indicate that the Corporation's assets and credit are not available to satisfy the debts and other obligations of such Affiliates or any other Person, and (B) such assets shall be listed on the Corporation's own separate balance sheet. The Corporation has filed and shall file its own tax returns (to the extent the Corporation was or is required to file any tax returns) and has not filed and shall not file a consolidated federal income tax return with any other Person. The Corporation has maintained and shall maintain its books, records, resolutions and agreements as official records.

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(i) The Corporation (i) has been, will be, and at all times has held and will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate of the Corporation or any constituent party of the Corporation), (ii) has corrected and shall correct any known misunderstanding regarding its status as a separate entity, (iii) has conducted and shall conduct business in its own name, (iv) has not identified and shall not identify itself or any of its Affiliates as a division or department or part of the other and (v) has maintained and utilized and shall maintain and utilize separate stationery, invoices and checks bearing its own name.

(j) The Corporation has maintained and will endeavor 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; provided, however, that nothing contained in this subsection (j) shall create an obligation on the part of any direct or indirect shareholder, partner, member, officer, director, employee or Affiliate of the Corporation to make loans, equity infusions or capital contributions to the Corporation.

(k) Neither the Corporation nor any constituent party of the Corporation has sought or will seek or effect the liquidation, dissolution, winding up, consolidation or merger, in whole or in part, of the Corporation, any sale or other transfer of all or substantially all of its assets or any sale or other transfer outside the ordinary course of business.

(l) The Corporation has not commingled and will not commingle funds or other assets of the Corporation with those of any Affiliate or constituent party or any other Person, and has held and will hold all of its assets in its own name.

(m) The Corporation has maintained and 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 Affiliate or constituent party or any other Person.

(n) The Corporation did not assume, guarantee or become obligated for the debts or obligations of any other Person and did not hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other Person. The Corporation will not assume, guarantee or become obligated for the debts or obligations of any other Person and does not and will not hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other Person.

(o) INTENTIONALLY OMITTED.

(p) The Corporation has not permitted and will not permit any Affiliate or constituent party independent access to its bank accounts.

(q) The Corporation has paid and shall pay its own liabilities and expenses, including the salaries of its own employees (if any) from its own funds, and has maintained and shall maintain a sufficient number of employees (if any) in light of its contemplated business operations; provided, however, that nothing contained in this subsection (q) shall create an obligation on the part of any direct or indirect shareholder, partner, member, officer, director, employee or Affiliate of the Corporation to make loans, equity infusions or capital contributions to the Corporation.

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(r) The Corporation has compensated and shall compensate each of its consultants and agents from its funds for services provided to it. The Corporation has paid and shall pay from its assets all obligations of any kind incurred.

(s) The Corporation has not (i) filed a bankruptcy, insolvency or reorganization petition or otherwise instituted insolvency proceedings or otherwise sought any relief under any laws relating to the relief from debts or the protection of debtors generally, (ii) sought or consented to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Corporation or for all or any portion of the Corporation's assets or properties, (iii) made any assignment for the benefit of the Corporation's creditors, or (iv) taken any action that might have caused the Corporation to become insolvent. Without the unanimous consent of all of its directors, on behalf of itself or Borrower, the Corporation will not (A) file or consent to the filing of any bankruptcy, insolvency or reorganization petition, whether voluntary or involuntary, or otherwise institute insolvency proceedings or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally, (B) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Corporation or for all or any portion of the Corporation's assets or properties, (C) make any assignment for the benefit of the Corporation's creditors, (D) take any action that might cause the Corporation to become insolvent, (E) admit in writing such entity's inability to pay its debts generally as they become due, (F) declare or effectuate a moratorium on the payment of any obligations, or (G) take any action in furtherance of any of the foregoing.

(t) The Corporation has maintained and will maintain an arm's-length relationship with its Affiliates.

(u) The Corporation has allocated and will allocate fairly and reasonably any overhead expenses that are shared with any Affiliate, including shared office space.

(v) Except in connection with the Loan, the Corporation has not pledged and will not pledge its assets or properties for the benefit of any other Person.

(w) The Corporation has had, has and will have no obligation to indemnify its stockholders, directors, managers, officers, partners or members, as the case may be, or, if applicable, has such an obligation that is fully subordinated to the Debt and that will not constitute a claim against the Corporation if cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation.

(x) The Corporation will not: (i) dissolve, merge, liquidate, consolidate; (ii) sell, transfer, dispose, or encumber (except in accordance with the Loan Documents) all or substantially all of its assets or properties or acquire all or substantially all of the assets or properties of any other Person; or (iii) engage in any other business activity, or amend its Organizational Documents with respect to any of the matters set forth in this Article VIII, without the prior consent of Lender in its sole discretion.

(y) The Corporation will consider the interests of Borrower's creditors in connection with all actions.

(z) The Corporation has not had and, except in connection with the Loan, does not have and will not have any of its obligations guaranteed by any Affiliate."

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THIRD. Except as hereby amended, the Articles of Incorporation of the Corporation shall remain unchanged.

FOURTH. In accordance with Section 607.0123(1) of the Florida Business Corporation Act, this Amendment shall be effective upon filing with the Florida Department of State.

FIFTH. The foregoing amendment to the Articles of Incorporation of the Corporation was adopted by the board of directors of the Corporation by written consent dated effective October 3, 2018, pursuant to Sections 607.1002 and 607.0821 of the Florida Business Corporation Act.

{Signature page follow}

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IN WITNESS WHEREOF, the undersigned officer of the Corporation has executed these Articles of Amendment to the Articles of Incorporation this October 3, 2018.

FTP HOTEL GROUP MM, INC., a Florida corporation

By: 

Name: Bhavik M. Patel

Title: Director

Signature Page to
Articles of Amendment to Articles of Incorporation of
FTP HOTEL GROUP MM, INC.

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