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SECRETARY OF STATE  
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FIRST AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
TURNBERRY HOTEL GROUP OF MIAMI, INC.

The undersigned does hereby certify that the Articles of Incorporation of Turnberry Hotel Group of Miami, Inc., a Florida corporation (the "Corporation"), filed on February 4, 1997, were amended by Articles of Amendment, effective as of 8/26, 2014, and filed on 8/26, 2014 ("First Amendment"), by the shareholders of the Corporation pursuant to Section 607.1003 of the Florida Business Corporation Act as follows:

FIRST: Article V is hereby amended to reflect the new address for the principal place of business. The principal place of business shall be: 19950 West Country Club Drive, 10<sup>th</sup> Floor, Aventura, FL 33180.

Article VI is hereby amended to reflect the name and address of new registered agent and new registered office: NRAI Services, Inc., 1200 South Pine Island Road, Plantation, FL 33324.

Article VII is hereby amended to reflect the new address of the Director: 19950 West Country Club Drive, 10<sup>th</sup> Floor, Aventura, FL 33180.

SECOND: A New Article XI was added as follows:

ARTICLE XI  
Purpose

The nature of the business and of the purposes to be conducted and promoted by the Corporation is limited to acting as the general partner of Turnberry Hotel Group of Orlando, Ltd., a Florida limited partnership (the "Partnership").

ARTICLE XII  
Mortgage Loan

(a) Notwithstanding anything to the contrary contained herein, for so long as that certain loan (the "Mortgage Loan") made by Wells Fargo Bank National Association (together with its successors and assigns, "Mortgage Lender") to the Partnership remains outstanding in the event of any conflict or inconsistency between the provisions contained in this Article XII and the other provisions of these Articles of Incorporation, the provisions contained in this Article XII shall control and govern. Capitalized terms not otherwise defined herein or in the Partnership Agreement shall have the meanings ascribed to such terms in the loan agreement executed by the Partnership in connection with the Mortgage Loan (the "Loan Agreement").

b) The Corporation:

- (i). shall not engage in any business unrelated to the acquisition, development, ownership, financing, management or operation of the Property;
- (ii). shall not have any assets or property other than an interest in the Property and any other securities into which the Property may be converted in the event of a defeasance as provided in the Loan Documents, and (ii) personal property necessary for the operation of the Property and incidental personal property related thereto;
- (iii). shall not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, sale of all or substantially all of its assets;
- (iv). shall remain solvent and pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due, and is maintaining and will 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;
- (v). shall not fail to correct any known misunderstanding regarding its separate identity;
- (vi). shall file its own tax returns, except to the extent that it is (i) required to file consolidated tax returns by law or (ii) disregarded for tax purposes and not required to file tax returns under applicable laws;
- (vii). shall maintain its own separate records and books, resolutions, agreements, bank statements and bank accounts;
- (viii). shall not commingle its funds or assets with those of any other Person and shall not participate in any cash management system with any other Person;
- (ix). shall hold its assets in its own name;
- (x). shall conduct its business in its name or in a name franchised or licensed to it by an entity other than an Affiliate of the Partnership, except for services rendered under a business management services agreement or a leasing agreement with an Affiliate that complies with the terms contained in subsection (25) below, so long as the Manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Partnership and holds all of its assets in its own name;
- (xi). shall maintain its financial statements, accounting records and other entity documents separate from any other Person and 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 the Partnership's assets may be included in a consolidated financial statement of its Affiliate provided that (i) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of the Partnership from such Affiliate and to indicate that the Partnership's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person and (ii) such assets shall also be listed on the Partnership's own separate balance sheet;

- (xii). shall pay its own liabilities and expenses, including the salaries of its own employees, out of its own funds and assets, and maintain a sufficient number of employees in light of its contemplated business operations;
- (xiii). shall observe all Partnership formalities, as applicable and as are necessary to maintain its separate existence;
- (xiv). shall not incur, create, or assume any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Debt; (ii) unsecured trade and operational debt incurred in the ordinary course of business not outstanding for more than sixty (60) days (other than any amounts which are disputed in good faith) with trade creditors and in amounts as are normal and reasonable under the circumstances and/or unsecured debt incurred in the ordinary course of operating the Property, is paid prior to the date such unsecured debt is due (other than any amounts which are disputed in good faith) and is not evidenced by a note; and (iii) equipment and personal property financing leases and purchase money debt, in each case in the ordinary course of business in connection with the financing or purchase of equipment and other personal property used on the Property. No indebtedness other than the Debt may be secured (subordinate or pari passu) by the Property.
- (xv). shall not assume or guarantee or become obligated for the debts of any other Person or hold out its credit as being available to satisfy the obligations of any other Person except as permitted pursuant to the Loan Agreement;
- (xvi). shall not acquire obligations or securities of its Members, members or shareholders or any other Affiliate;
- (xvii). shall 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;
- (xviii). shall maintain and use separate stationery, invoices and checks bearing its name. The stationery, invoices, and checks utilized by it or utilized to collect its funds or pay its expenses shall bear its own name and shall not bear the name of any other entity unless such entity is clearly designated as being its agent;

- (xix). shall not pledge its assets for the benefit of any other Person, except as otherwise permitted pursuant to the Loan Documents;
- (xx). shall 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 Partnership and not as a division or part of any other Person, except for services rendered under a business management services agreement or leasing agreement with an Affiliate that complies with the terms contained in subsection (25) below, so long as the Manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Partnership;
- (xxi). shall 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;
- (xxii). shall not make loans to any Person or hold evidence of indebtedness issued by any other Person or entity (other than cash and investment grade securities issued by an entity that is not an Affiliate of or subject to common ownership with such entity);
- (xxiii). shall not identify its Members, members or 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;
- (xxiv). except for Capital Contributions and Distributions permitted hereunder, shall not enter into or be a party to, any transaction with its Members or Affiliates except in the ordinary course of its business and on terms which are 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;
- (xxv). shall not have any obligation to, and shall not, indemnify its Members, officers, directors or members, as the case may be, unless such an obligation is fully subordinated to the Debt;
- (xxvi). shall not form, acquire or hold any subsidiary (whether corporate, partnership, limited liability company or other) or own any equity interest in any other entity;
- (xxvii). shall comply in all material respects with, all of the terms and provisions contained in this Agreement, including but not limited to the single purpose provisions and separateness provisions contained therein; and

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(xxviii). shall not permit any transfer of any direct or indirect ownership interest if such transfer is prohibited by the Loan Agreement.

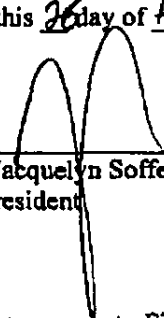
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The undersigned further certifies that (i) this amendment was approved by the shareholders of the Corporation, (ii) the number of votes cast in favor of this amendment was sufficient for approval and (iii) the date of adoption of this amendment was 8/26, 2014.

Signed this 26 day of August, 2014.

By:   
Name: Jacquelyn Soffer  
Title: President

[Signature page to First Amendment to Articles of Incorporation of Turnberry Hotel Group of Miami, Inc.]