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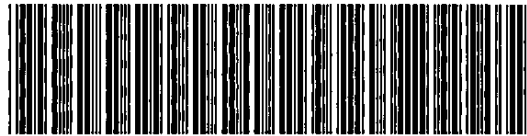
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SECRETARY OF STATE
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
CAMPUS LODGE OF TAMPA, INC.**

Pursuant to the provisions of Section 607.1006 of the Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation.

1. The name of the corporation is CAMPUS LODGE OF TAMPA, INC.
2. The following amendment of the Articles of Incorporation was duly adopted by all of the stockholders and the Board of Directors of the corporation in the manner prescribed by the Florida Business Corporation Act:
3. The Articles of Incorporation of Campus Lodge of Tampa, Inc. are amended by deleting Article VI, which was the subject of the Articles of Amendments effective April 24, 2003, as the loan referenced in such article has been fully satisfied.
4. The Articles of Incorporation of Campus Lodge of Tampa, Inc. are amended by adding an Article VI - Corporate Loan, as follows:

(a) Notwithstanding anything to the contrary contained herein, for so long as that certain first mortgage loan ("Loan") made by Merrill Lynch Mortgage Lending, Inc. (together with its successors and/or assigns "Lender") to Campus Lodge of Tampa, Ltd. ("Borrower") remains outstanding, in the event of any conflict between the provisions contained in this Article and the other provisions of the Articles, the provisions of this Article shall control and govern. All capitalized terms within this Article shall have the meaning ascribed to them in that certain Loan Agreement between Campus Lodge of Tampa, Ltd. and Lender.

(b) Campus Lodge of Tampa, Inc. has not, and for so long as the Loan shall remain outstanding, will not:

(i) engage in any business or activity other than owning its general partnership interest in Campus Lodge of Tampa, Ltd ;

(ii) acquire or own any assets other than its general partnership interest in Campus Lodge of Tampa, Ltd;

(iii) merge into or consolidate with any Person, or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

(iv) fail to observe all organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the applicable Legal Requirements of the jurisdiction of its

organization or formation, or amend, modify, terminate or fail to comply with the provisions of its organizational documents;

(v) own any subsidiary, or make any investment in, any Person;

(vi) commingle its assets with the assets of any other Person;

(vii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation);

(viii) fail to maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person; except that Campus Lodge of Tampa, Inc.'s financial position, assets, liabilities, net worth and operating results may be included in the consolidated financial statements of an Affiliate, provided that such consolidated financial statements contain a footnote indicating that Campus Lodge of Tampa, Inc. is a separate legal entity and that it maintains separate books and records;

(ix) enter into any contract or agreement with any general partner, member, shareholder, principal, guarantor of the obligations of Borrower, or any Affiliate of the foregoing, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties;

(x) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(xi) assume or guaranty the debts of any other Person, hold itself out to be responsible for the debts of any other Person, or otherwise pledge its assets for the benefit of any other Person or hold out its credit as being available to satisfy the obligations of any other Person;

(xii) make any loans or advances to any Person;

(xiii) fail to file its own tax returns or files a consolidated federal income tax return with any Person (unless prohibited or required, as the case may be, by applicable Legal Requirements);

(xiv) fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name or fail to correct any known misunderstanding regarding its separate identity;

(xv) 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, provided that there are sufficient funds from the operation of the Property to do so;

(xvi) without the unanimous written consent of all of its directors, including without limitation each Independent Director, take any of the following

actions for itself or Campus Lodge of Tampa, Ltd.: (A) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any Creditors Rights Laws, (B) seek or consent to the appointment of a receiver, liquidator or any similar official, (C) take any action that might cause such entity to become insolvent, or (D) make an assignment for the benefit of creditors;

(xvii) fail to allocate shared expenses (including, without limitation, shared office space and services performed by an employee of an Affiliate) among the Persons sharing such expenses and to use separate stationery, invoices and checks;

(xviii) fail to remain solvent or pay its own liabilities (including, without limitation, salaries of its own employees) only from its own funds, provided that there are sufficient funds from the operation of the Property to do so;

(xix) acquire obligations or securities of its partners, members, shareholders or other affiliates, as applicable; or

(xx) fail to maintain a sufficient number of employees in light of its contemplated business operations.

(c) For so long as the Loan shall remain outstanding, Campus Lodge of Tampa, Inc., shall not allow direct and/or indirect transfers of ownership interests in Campus Lodge of Tampa, Inc. that would violate the provisions of Article 5 and/or Article 6 of the Loan Agreement executed by Campus Lodge of Tampa, Ltd. in connection with the Loan.

(d) For so long as the Loan shall remain outstanding, Campus Lodge of Tampa, Inc.'s obligation hereunder, if any, to indemnify its directors and officers, partners, or members or managers, as applicable, is hereby fully subordinate to the Loan and the loan documents executed in connection therewith (the "Loan Documents") and no indemnity payment from funds of Campus Lodge of Tampa, Inc. (as distinct from funds from other sources, such as insurance) of any indemnity hereunder, if any, shall be payable from amounts allocable to any other person pursuant to the Loan Documents.

(f) For so long as the Loan shall remain outstanding, Campus Lodge of Tampa, Inc., shall not amend, terminate or otherwise alter the provisions of this Article without Lender's prior written consent.

(g) Campus Lodge of Tampa, Inc., shall not, without the unanimous prior written consent of its board of directors, including, without limitation, each Independent Director (defined below) on behalf of itself or Campus Lodge of Tampa, Ltd. (a) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any Creditor's Rights Laws (defined below), (b) seek or consent to the appointment of a receiver, liquidator or any similar official, (c) take any action that might cause such entity to become insolvent, (d) make an assignment for the benefit of creditors. Campus Lodge of Tampa, Inc., shall at all times cause there to be one (1) duly appointed Independent Director of Campus Lodge of Tampa, Inc. Campus Lodge of Tampa, Inc. may not take any action that requires an unanimous vote of directors of Campus Lodge of Tampa, Inc., or any action specified in clauses (a) through (d) above unless at the time of such action there shall be at least one (1)

duly appointed Independent Director. As used herein, "**Independent Director**" shall mean a Person reasonably satisfactory to Lender who each shall not have been at the time of each such individual's initial appointment, and shall not have been at any time during the preceding five (5) years, and shall not be at any time while serving as a director of Campus Lodge of Tampa, Inc., either (i) a shareholder (or other equity owner) of, or an officer, director, partner, member or employee of, Campus Lodge of Tampa, Inc., or Campus Lodge of Tampa, Ltd, or any of their respective shareholders, partners, members, subsidiaries or affiliates, (ii) a customer of, or supplier to, Campus Lodge of Tampa, Inc., or Campus Lodge of Tampa, Ltd, or any of their respective shareholders, partners, members, subsidiaries or affiliates, (iii) a Person who controls or is under common control with any such shareholder, officer, director, partner, member, employee supplier or customer, or (iv) a member of the immediate family of any such shareholder, officer, director, partner, member, employee, supplier or customer. As used herein, "**Creditor's Rights Laws**" means any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to its debts or debtors.

5. The date of adoption of the amendment is September 7, 2006.

6. The designation of each voting group entitled to vote separately on the amendment is as follows: common stockholders

7. The number of votes cast by the voting group entitled to vote on the amendment was sufficient for approval by that group.

Dated: September 7, 2006.

CAMPUS LODGE OF TAMPA, INC.

By:

David H. Fort
David H. Fort, President

And:

Claudia A. Fort
Claudia A. Fort, Secretary

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 7TH day of ~~August~~ ^{SEPT.}, 2006 by David H. Fort as President of Campus Lodge of Tampa, Inc., on behalf of the corporation.

SEAL



Barbara H Norton
My Commission DD191218
Expires March 09, 2007

Barbara H. Norton
Name of Notary: BARBARA H. NORTON
Personally Known X
Produced Identification _____
Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 7TH day of ~~August~~ ^{SEPT.}, 2006 by Claudia A. Fort as Secretary of Campus Lodge of Tampa, Inc., on behalf of the corporation.

SEAL



Barbara H Norton
My Commission DD191218
Expires March 09, 2007

Barbara H. Norton
Name of Notary: BARBARA H. NORTON
Personally Known X
Produced Identification _____
Type of Identification Produced _____