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HEATHROW RI MANAGER, LLC

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**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
HEATHROW RI MANAGER, LLC**

Heathrow RI Manager, LLC (the "Company"), a Florida limited liability company, pursuant to Florida statutes, hereby amends and restates the Company's Articles of Organization filed with the Secretary of State of Florida (the "Original Articles"), on or about April 27, 2007 so as to correct a typographical error in Article IV of the Original Articles and amend Article V of the Original Articles to limit the purpose of the Company. The Original Articles are hereby amended and restated in their entirety and replaced with the following:

ARTICLE I.

Name and Duration

The name of this Limited Liability Company is Heathrow RI Manager, LLC (hereinafter referred to as the "Company"). The duration of the Company shall commence upon the filing of these Articles of Organization ("Articles") and shall be perpetual.

ARTICLE II

Principal Office

The mailing address and street address of the principal office of the Company is 3700 NE 28th Avenue, Lighthouse Point, FL 33064, or such other place as the Manager of the Company may determine from time to time.

ARTICLE III

Registered Office and Agent

The address of the registered office of the Company in the State of Florida is C T Corporation System, 1200 South Pine Island Road, City of Plantation, Florida 33324.

ARTICLE IV

Manager-Managed Company

The Company is to be managed by its managers, Ronald E. Franklin, Richard L. Vilardo, Steven J. Fairbanks and Gary J. Brown whose addresses are as follows:

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Richard L. Vilaro
13217 Ridge Drive
Rockville, Maryland 20850

Ronald E. Franklin
3700 NE 28th Avenue
Lighthouse Point, FL 33064

Steven J. Fairbanks
11409 Big Piney Way
Potomac Maryland

Gary J. Brown
800 Trafalgar Court, Suite 200
Maitland, Florida 32751

ARTICLE V

Purpose

"The Company is authorized solely to act as the manager of Heathrow R. Associates, LLC ("HRIA") which HRIA is authorized to solely own, develop, operate and manage the Residence Inn by Marriott Hotel (the "Hotel") to be located at the Southwest quadrant of the intersection of Interstate 4 and Highway 46-A, in Lake Mary, Florida, and HRIA shall not engage in any other activity or business other than the ownership, management and operation of the Hotel. During the term of the loan by Capmark Bank (the "Lender") to HRIA in the approximate amount of Fourteen Million One Hundred Fifty Thousand Dollars (\$14,150,000.00) (the "Loan"), the Company shall not amend these Articles to permit any other business purpose for the Company other than set forth above.

Notwithstanding anything to the contrary in these Articles and any provision of law that otherwise empowers the Company, so long as the Loan secured by the secured by the Hotel is outstanding, the Company shall not undertake any of the following actions:

- (A) merge, convert or consolidate with or into any other business entity;
- (B) dissolve, wind up or liquidate or take any action, or omit to take any action, as a result of which the Company would be dissolved, wound up or liquidated in whole or in part;
- (C) engage in any business activity not described in these Articles;
- (D) amend, modify, waive or terminate these Articles without the prior written consent of Lender;

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(E) permit the issuance of any additional interests in the Company except as set forth in the loan documents relating to Loan (the "Loan Documents");

(F) own any asset or property other than its interest in HRIA and incidental personal property necessary for the ownership or operation of the Hotel or HRIA;

(G) engage in any business other than the ownership and operation of a Hotel and conduct and operate its business as presently conducted and operated;

(H) enter into any contract or agreement with any affiliated entity, or any guarantor of or key principal/guarantor/indemnitor pursuant to the Loan, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than such party;

(I) except as permitted in the Loan Documents, incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than trade and operational debt incurred in the ordinary course of business with trade creditors and in amounts as are normal and reasonable under the circumstances;

(J) make any loans or advances to any third party (including any affiliated entity, or any guarantor of or key principal/guarantor/indemnitor pursuant to the Loan), and not acquire obligations or securities of its affiliated entities;

(K) dissolve, wind up or liquidate, in whole or in part, or consolidate or merge with or into any other person or entity;

(L) commingle its funds or other assets with those of any affiliated entity or any guarantor of or key principal/guarantor/indemnitor pursuant to the Loan, or any other person;

(M) guaranty, become obligated for, or hold itself out to be responsible for the debts or obligations of any other person or entity, or the decisions or actions respecting the daily business or affairs of any other person or entity, or pledge its assets for the benefit of any other person or entity;

(N) take any Bankruptcy Action (as defined below).

For purposes of this provision, "Bankruptcy Action" means any of the following actions with respect to the Company: (a) institute bankruptcy or insolvency proceedings; (b) consent to the institution of bankruptcy or insolvency proceedings against the Company; (c) file a petition seeking, or consenting to, reorganization or relief under any applicable federal or state law relating to bankruptcy; (d) seek or consent to the appointment of a receiver, liquidator, conservator, assignee, trustee, sequestrator, custodian or any other similar official of the Company, or a substantial part of its assets; (e) make any assignment for the benefit of creditors; (f) admit in writing its inability to pay its debts generally as they become due; (g) otherwise seek

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relief under any laws relating to the relief from debts or the protection of debtors generally; or
(h) take any action in furtherance of any of the preceding actions.

Notwithstanding anything to the contrary in these Articles and any provision of law that otherwise so empowers the Company, so long as the Loan is outstanding, the Company shall:

(A) 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;

(B) do and cause to be done all things necessary to observe organizational formalities and preserve its existence;

(C) maintain all of its books, records, financial statements and bank accounts separate from those of its affiliated entities and file its own tax returns, unless required otherwise by applicable law;

(D) maintain its books, records, resolutions and agreements as official records;

(E) be, and at all times hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliated entity and any guarantor of or key principal/guarantor/indemnitor pursuant to the Loan), correct any known misunderstandings regarding its status as a separate entity, conduct business in its own name, not identify itself or any of its affiliated entities as a division or part of the other, and maintain and utilize separate stationery, invoices and checks;

(F) 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;

(G) 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 affiliated entity or any guarantor of or key principal/guarantor/indemnitor pursuant to the Loan, or any other person; and

(H) pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations.

Notwithstanding anything to the contrary in the Articles and any provision of law that otherwise so empowers HRIA, the following may not occur without Lender's prior written consent:

(A) the resignation as manager of HRIA;

(B) the sale, exchange, or disposal of all or substantially all the Company's assets;

(D) the making of secured loans by shareholders of the Company to the Company;

and

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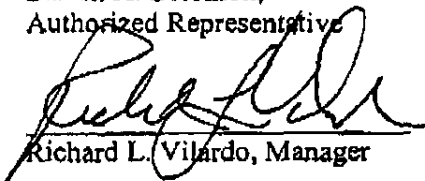
(E) Except as permitted under the Loan Documents, the transfer or issuance of membership interests in the Company or HRIA as long as the Loan is outstanding.

For so long as the Loan is outstanding, in the case of a conflict between the provisions of the Articles and the provisions of the Loan Documents, the provisions of the Loan Documents shall govern and control.”;

DATED as of the 4th day of March, 2008



Steven A. Solomon,
Authorized Representative



Richard L. Vilardo, Manager

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