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BASIC AMENDMENT
MIAMI CONVENTION HOTEL CORP.

Certificate of Status	0
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Page Count	07
Estimated Charge	\$35.00

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RESUBMISSION (PLEASE SEE ATTACHED)

AMEND
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FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

August 24, 2005

MIAMI CONVENTION HOTEL CORP.
C/O AVR
ONE EXECUTIVE BLVD
YONKERS, NY 10701USSUBJECT: MIAMI CONVENTION HOTEL CORP.
REF: P97000056556

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

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Karen Gibson
Document SpecialistFAX Aud. #: B03000202574
Letter Number: 305A00053685

SEE PAGE "6" ~~AND~~
ITEM "THIRD"

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CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

MIAMI CONVENTION HOTEL CORP., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Florida,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, at a meeting duly held, adopted a resolution proposing and declaring advisable the following amendments to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of MIAMI CONVENTION HOTEL CORP. be amended to add the following Articles:

"8. Purpose: The nature of the business and of the purposes to be conducted and promoted by the corporation (the "Corporation") is to own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with that certain parcel of real property, together with all improvements located thereon at 200 S.E. 2nd Avenue, Miami, Florida (the "Property"). The Corporation shall exercise all powers enumerated in the General Corporation Law of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

"9. Certain Prohibited Activities
Notwithstanding any other provision of these articles and so long as any obligation secured by the Mortgage (as defined below) remains outstanding and not discharged in full, without the consent of all members of its Board of Directors, the Corporation shall have no authority to:

(i) borrow money or incur indebtedness other than normal trade accounts payable and lease obligations in the ordinary course of business, or grant consensual liens on its property; except, however, that the corporation is hereby authorized to secure financing pursuant to the terms of the Mortgage, Promissory Note and related documents (the "Mortgage") with, to and for the benefit of GMAC COMMERCIAL

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MORTGAGE BANK, its successors and assigns ("Lender") and other indebtedness expressly permitted therein or in the documents related to the Mortgage, and to grant a mortgage, lien or liens on the Corporation's property to secure such Mortgage;

(ii) dissolve or liquidate or consent to the dissolution or liquidation of the Corporation;

(iii) sell or lease, or otherwise dispose of all or substantially all of the assets of the Corporation;

(iv) file a voluntary petition or otherwise initiate proceedings to have the Corporation adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Corporation, or file a petition seeking or consenting to reorganization or relief of the Corporation as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Corporation; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Corporation or of all or any substantial part of the properties and assets of the Corporation, or make any general assignment for the benefit of creditors of the Corporation, or admit in writing the inability of the Corporation to pay its debts generally as they become due or declare or effect a moratorium on the Corporation's debt or take any action in furtherance of any action;

(v) amend, modify or alter these articles of incorporation;

(vi) merge or consolidate with any other entity.

So long as any obligations secured by the Mortgage remain outstanding and not discharged in full, the Corporation shall have no authority (1) to take any action in items (i) through (vi) above unless such action has been approved by a unanimous vote of the Corporation's Board of Directors, or (2) to take any action in items (i) through (vi) without the written consent of the beneficiary of the Deed of Trust.

"10. Independent Director.

(a) At all times at which the directors of the Corporation shall take, or shall be required to take, any action in such capacity and until such time as all obligations of the Corporation secured by the Property pursuant to the terms of the Mortgage have been paid in full, there shall be at least one Independent Director. An "Independent Director" shall mean a duly appointed director of the Corporation who shall not have been at the time of such individual's appointment, and may not

have been at any time during the preceding five (5) years:

- (i) a stockholder, officer, attorney, counsel, employee, partner or member of the Corporation or a stockholder, director, officer, attorney, counsel, employee, partner or member of any of the Corporation's stockholders, subsidiaries or affiliates;
- (ii) a customer of, or supplier to, the Corporation or any of its stockholders, subsidiaries or affiliates;
- (iii) a person or other entity controlling or under common control with any such stockholder, partner, supplier or customer; or
- (iv) a member of the immediate family of any such stockholder, officer, director, partner, employee, supplier or customer or any other director of the Corporation.

(b) No Independent Director shall, with regard to any action to be taken under or in connection with this Article, owe a fiduciary duty or other obligation to the initial stockholder nor to any successor stockholders (except as may specifically be required by the statutory law of any applicable jurisdiction), and every stockholder, including each successor stockholder, shall consent to the foregoing by virtue of such stockholder's purchase of shares of capital stock of the Corporation, no further act or deed of any stockholder being required to evidence such consent. Instead, such Independent Director's fiduciary duty and other obligations with regard to such action under or in connection with this Article shall be owed to the Corporation (including its creditors). In addition, no Independent Director may be removed unless his or her successor has been elected or until such time as all obligations of the Company pursuant to Mortgage have been paid in full.

As used herein, the term "affiliate" shall mean any person or entity other than the Corporation (i) which owns beneficially, directly or indirectly, any outstanding shares of the Corporation's stock or any partnership interest in the Partnership, or (ii) which controls or is under common control with the Corporation or the Partnership. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise.

(c) With the consent of the initial stockholder of the Corporation, which consent the initial stockholder believes to be in the best interest of the initial stockholder and the Corporation, no Independent Director shall, with regard to any

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action to be taken under or in connection with this ARTICLE, owe a fiduciary duty or other obligation to the initial stockholder nor to any successor stockholders (except as may specifically be required by the statutory law of any applicable jurisdiction), and every stockholder, including each successor stockholder, shall consent to the foregoing by virtue of such stockholder's purchase of shares of capital stock of the Corporation, no further act or deed of any stockholder being required to evidence such consent. Instead, such director's fiduciary duty and other obligations with regard to such action under or in connection with this ARTICLE shall be owed to the Corporation (including its creditors). In addition, no Independent Director may be removed unless his or her successor has been elected.

(d) 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 the Board of Directors, including the Independent Director, do any of the following:

- (i) engage in any business or activity other than those set forth in Article 8;
- (ii) incur any indebtedness or assume or guaranty any indebtedness of any other entity, other than the Mortgage and indebtedness permitted therein and normal trade accounts payable in the ordinary course of business;
- (iii) incur any indebtedness or to assume or guaranty any indebtedness of any other entity, other than the Mortgage and indebtedness permitted therein and normal trade accounts payable in the ordinary course of business;
- (iv) dissolve or liquidate, in whole or in part;
- (v) consolidate or merge with or into any other entity or convey or transfer or lease its property and assets substantially as an entirety to any entity;
- (vi) with respect to the Corporation, institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution or bankruptcy or insolvency proceedings against it, 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 a substantial part of property of the Corporation, or make any assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take corporate action in furtherance of any such action;

(vii) amend Articles 8, 9, 10 or 11 of these Articles of Incorporation of the Corporation.

So long as any obligations secured by the Mortgage remain outstanding and not paid in full, the Corporation shall have no authority to take any action in items (i) through (vii) above without the written consent of the holder of the Mortgage.

"11. Separateness/Operations Matters. So long as any obligations secured by the Mortgage remain outstanding and not discharged in full, the Corporation shall:

(i) not own any asset or property other than the Property and such incidental personal property necessary for such ownership;

(ii) not engage in any business other than the ownership of the Property;

(iii) not enter into any contract or agreement with any affiliated entity, or any guarantor of or key principal, guarantor, indemnitor pursuant to the loan documents, as such term is defined in the Mortgage Note ("Loan Documents"), 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;

(iv) not 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;

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

(vi) 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;

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

(viii) 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;

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

(x) 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, or indemnitor pursuant to the Loan Documents), 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;

(xi) 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;

(xii) not dissolve, wind up or liquidate, in whole or in part, or consolidate or merge with or into any other person or entity;

(xiii) not commingle its funds or other assets with those of any affiliated entity or any guarantor of or key principal, guarantor, or indemnitor pursuant to the Loan Documents, or any other person;

(xiv) 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, or indemnitor pursuant to the Loan Documents, or any other person;

(xv) not 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; and

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

SECOND: That in lieu of a meeting and vote of stockholders, the sole stockholder has given unanimous written consent to said amendments.

THIRD: That all of the aforesaid amendments were duly adopted on August 22, 2005, in accordance with the applicable provisions of the General Corporation Law of the State of Florida.

IN WITNESS WHEREOF, said MIAMI CONVENTION HOTEL CORP. has caused this certificate to be signed by VICKI G. CHEIKES, its Vice President, this *23rd* day of August, 2005.

MIAMI CONVENTION HOTEL CORP.

By: *Vicki G. Cheikes*
Vicki G. Cheikes, Vice Pres.