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WESTON ROAD HOTEL ASSOCIATES, LIMITED PARTNERSHIP

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CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF

WESTON ROAD HOTEL ASSOCIATES, LIMITED PARTNERSHIP

Pursuant to the provisions of section 620.1202, Florida Statutes, Weston Road Hotel Associates, Limited Partnership, a Florida limited partnership (the "Partnership"), whose certificate was filed with the Florida Department of State on April 4, 2000, assigned Florida document number A00000000577, adopts the following certificate of amendment to its certificate of limited partnership.

This amendment is submitted to delete and replace Section 2 in its entirety with the following Section 2:

"2. PARTNERSHIP COVENANTS.

(a) Single Purpose Entity.

25 (i) At all times until such time as that certain Loan Agreement dated July 25, 2014 (the "Loan Agreement") between the Partnership and Wells Fargo Bank, N.A., a national banking association ("Lender") terminates and the Debt has been satisfied and discharged, the Partnership has not and will not:

(A) engage in any business or activity other than the ownership, operation and maintenance of the Property, and activities incidental thereto;

(B) acquire or own any assets other than (1) the Property, and (2) such incidental Personal Property as may be necessary for the ownership, leasing, maintenance and operation of the Property;

(C) except as otherwise expressly permitted in the Loan Documents, 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;

(D) 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 Law of the jurisdiction of its organization or formation, or amend, modify, terminate or fail to comply with the provisions of its organizational documents;

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

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

(G) incur any Indebtedness, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (1) the Debt and the Prior Loan, (2) trade and operational indebtedness incurred in the ordinary course of business with trade creditors, provided such indebtedness is (a) unsecured, (b) not evidenced by a note, (c) on commercially

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reasonable terms and conditions, and (d) due not more than sixty (60) days past the date incurred and paid on or prior to such date, and/or (3) Permitted Equipment Leases; provided however, the aggregate amount of the indebtedness described in (2) and (3) shall not exceed at any time three percent (3%) of the original principal amount of the Debt. No Indebtedness other than the Debt may be secured (subordinate or pari passu) by the Property;

(H) fail to maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates and any constituent party. The Partnership's assets have not and will not be listed as assets on the financial statement of any other Person; provided, however, that the Partnership's assets may be included in a consolidated financial statement of its affiliates provided that: (1) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of the Partnership and such affiliates and to indicate that the Partnership's assets and credit are not available to satisfy the debts and other obligations of such affiliates or any other Person; and (2) such assets shall be listed on the Partnership's own separate balance sheet. The Partnership has maintained and will maintain its books, records, resolutions and agreements as official records;

(I) enter into any contract or agreement with any general partner, member, shareholder, principal or affiliate, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties;

(J) 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;

(K) 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;

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

(M) fail to file its own tax returns (unless prohibited by Applicable Law from doing so);

(N) 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 in a name franchised or licensed to it by an entity other than an Affiliate and not as a division or part of any other Person, except for services rendered under a business management services agreement with an Affiliate that complies with the terms contained in Section (i)(I) above, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Partnership or fail to correct any known misunderstanding regarding its separate identity;

(O) 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 (to the extent there exists sufficient cash flow from the Property to do so

after the payment of all operating expenses and Debt Service and shall not require any equity owner to make additional capital contributions to the Partnership);

(P) without the unanimous written consent of all of its partners, as applicable: (1) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any Creditors Rights Laws; (2) seek or consent to the appointment of a receiver, liquidator or any similar official; (3) take any action that might cause such entity to become insolvent; or (4) make an assignment for the benefit of creditors;

(Q) fail to allocate shared expenses (including, without limitation, shared office space) or fail to use separate stationery, invoices and checks;

(R) fail to remain solvent, to pay its own liabilities (including, without limitation, salaries of its own employees) from its own funds or fail to maintain a sufficient number of employees in light of its contemplated business operations (in each case, to the extent there exists sufficient cash flow from the Property to do so); or

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

(ii) The Partnership hereby represents and warrants that (A) the Partnership: (1) is and has always been duly formed, validly existing and in good standing in the state of its formation and in all other jurisdictions where it is qualified to do business; (2) other than with regard to construction liens, which have previously been satisfied or bonded off in accordance with Applicable Law, has not had and does not have any judgments or liens of any nature against it (except for tax liens not yet due); (3) has been and is in material compliance with all Applicable Law and has received all permits necessary for it to operate its contemplated business; (4) is not the subject of, or currently involved in any capacity in, any pending or threatened litigation; (5) is not, and has not been, involved in any written dispute with any taxing authority; (6) has paid or will pay in the ordinary course of business before delinquent all Taxes and Other Charges; (7) has never owned any property other than the Property and has never engaged in any business except the ownership and operation of the Property and incidental personal property related thereto; (8) is not now and has not ever been a party to any lawsuit, arbitration, summons or legal proceeding; (9) has not failed to provide Lender with complete financial statements that reflect a fair and accurate view of its financial condition as of the dates thereof; and (10) has no material contingent or actual obligations not related to the Property; and (B)(1) Prior Lender is the current holder of the Prior Loan; (2) the Prior Loan has been paid in full on or before the date hereof; (3) neither the Partnership, SPE Component Entity (as hereinafter defined), nor Guarantor have any remaining liabilities or obligations in connection with the Prior Loan (other than environmental and other limited and customary indemnity obligations); and (4) Prior Lender has released all collateral and security for the Prior Loan as of the date hereof.

(iii) Each general partner of the Partnership (each, an "SPE Component Entity") shall be a corporation or an Acceptable LLC: (A) whose sole asset is its interest in the Partnership; (B) which has not been and shall not be permitted to engage in any business or activity other than owning an interest in the Partnership; (C) which has not been and shall not be

permitted to incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation); and (D) which has and will at all times own at least a 0.5% direct equity ownership interest in the Partnership. Each such SPE Component Entity will at all times comply, and will cause the Partnership to comply, with each of the representations, warranties, and covenants contained in this Section 2 (to the extent applicable) as if such representation, warranty or covenant was made directly by such SPE Component Entity. Upon the withdrawal or the disassociation of an SPE Component Entity from the Partnership, the Partnership shall immediately appoint a new SPE Component Entity whose articles of incorporation or organization are substantially similar to those of such SPE Component Entity.

(b) Compliance Certificate. Not later than one hundred twenty (120) days after and as of the end of each fiscal year and at any other time upon request from Lender, the Partnership shall provide an Officer's Certificate certifying as to the Partnership's continued compliance with the terms of this Section 2 and the terms of the Cash Management Agreement. Additionally, the Partnership shall provide Lender with such other evidence of the Partnership's compliance with this Section 2 and the terms of the Cash Management Agreement, as Lender may reasonably request from time to time.

(c) Change of Name, Identity or Structure. The Partnership shall not change (or permit to be changed) the Partnership's or the SPE Component Entity's: (a) name; (b) identity (including its trade name or names); (c) principal place of business set forth on the first page of this Agreement; or (d) if not an individual, Borrower's or the SPE Component Entity's corporate, partnership or other structure, without notifying Lender of such change in writing at least thirty (30) days prior to the effective date of such change and, in the case of a change in the Partnership's or the SPE Component Entity's structure, without first obtaining the prior written consent of Lender. The Partnership shall execute and deliver to Lender, prior to or contemporaneously with the effective date of any such change, any financing statement or financing statement change required by Lender to establish or maintain the validity, perfection and priority of the security interest granted herein. At the request of Lender, the Partnership shall execute a certificate in form satisfactory to Lender listing the trade names under which the Partnership or the SPE Component Entity intends to operate the Property, and representing and warranting that the Partnership or the SPE Component Entity does business under no other trade name with respect to the Property.

(d) Business and Operations. The Partnership will continue to engage in the businesses now conducted by it as and to the extent the same are necessary for the ownership, maintenance, management and operation of the Property. The Partnership will qualify to do business and will remain in good standing under the laws of the jurisdiction as and to the extent the same are required for the ownership, maintenance, management and operation of the Property.

(e) Defined Terms. For purposes of this Section 2, all capitalized terms not otherwise defined herein shall have the meanings given to them in the Loan Agreement."

[Signature page follows.]

This Certificate of Amendment shall be effective when filed.

Signature of general partner:

Weston Road Hotels, Inc., a Florida
corporation

By: 

Name: Ronald E. Franklin

Title: Vice President