

Document Number Call
A000000001445

State Corporation System
660 East Jefferson Street
Tallahassee, FL 32301
Tel 850 222 1092
Fax 850 222 7615
Attn: Jeff Netherton

500003401155--6
-09/22/00--01001--020
****385.00 ****385.00

500003401155--6
-09/22/00--01001--021
*****52.50 *****52.50

CORPORATION(S) NAME

Three Village Hotel Associates, Limited Partnership

| | | |
|---|---|---|
| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Nonprofit | | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| | <input type="checkbox"/> Reinstatement | |
| <input checked="" type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Name Registration | <input type="checkbox"/> Change of RA |
| | <input type="checkbox"/> Fictitious Name | <input type="checkbox"/> UCC |
| <input checked="" type="checkbox"/> Certified Copy | <input type="checkbox"/> Photocopies | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call If Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

00 SEP 21 PM 4:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
00 SEP 21 AM 11:22
REGISTRATION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED

RECEIVED

Name _____
Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
Acknowledgement _____
W.P. Verifier _____

09/21/00

Order#:

Ref#:

Amount:\$

File Second

LP-385.00
CERT-52.50

BK 9/21

CERTIFICATE OF LIMITED PARTNERSHIP

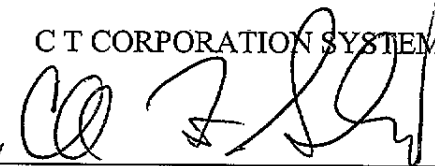
OF

THREE VILLAGE HOTEL ASSOCIATES, LIMITED PARTNERSHIP

1. Name of Limited Partnership: Three Village Hotel Associates, Limited Partnership
2. Business Address: 9986 Northwest 64th Court, Parkland, Florida 33076
3. Name of Registered Agent for Service of Process: C T CORPORATION SYSTEM
4. Florida's Street Address for Registered Agent: c/o C T Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324.
5. Acceptance by the Registered Agent for Service of Process.

C T CORPORATION SYSTEM

By



Charlie Shampang, Asst Secretary

6. Mailing Address of Limited Partnership: 9986 Northwest 64th Court, Parkland, Florida 33076.
7. The latest date upon which the Limited Partnership is to be dissolved is December 31, 2099.
8. This Partnership is authorized solely to develop, own and manage the Towneplace Suites by Marriott Hotel to be located at the intersection of Bonaventure Boulevard and Three Village Road in Weston, Florida, and shall carry on any lawful business purpose relating to ownership, development or management and shall not carry on any other business or enterprise. During the term of the loan by GMAC Commercial Mortgage Corporation (the "Lender") to this Partnership in the approximate principal amount of Five Million Three Hundred Fifty Thousand Dollars (\$5,350,000.00) (the "Loan") to be secured by the hotel to be owned by Partnership located in Weston, Florida (the "Hotel"), the Partnership shall not amend the Certificate of Partnership to permit any other business purpose for the Partnership other than set forth above.

Notwithstanding anything to the contrary in this Certificate of Partnership and any provision of law that otherwise so empowers the Partnership, including but not limited to the Partnership's Partnership Agreement, so long as the Loan is outstanding, the Partnership 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

FILED
SEP 21 PM 4:12
TAMPA
CLERK OF DISTRICT COURT
HABERSHAM

result of which the Partnership would be dissolved, wound up or liquidated in whole or in part;

- (C) engage in any business activity not described in the Certificate of Partnership;
- (D) amend, modify, waive or terminate the Certificate of Partnership or the Partnership Agreement of the Partnership without the prior written consent of Lender;
- (E) permit the issuance of any additional interests in the Partnership except as set forth in the loan documents relating to Loan (the "Loan Documents");
- (F) own any asset or property other than the Hotel and incidental personal property necessary for the ownership or operation of the Hotel;
- (G) engage in any business other than the ownership, management and operation of the 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 Partnership: (a) institute bankruptcy or insolvency proceedings; (b) consent to the institution of bankruptcy or insolvency proceedings against the Partnership; (c) file a petition

FILED
SEP 21 PM 4:12
CLERK OF DISTRICT COURT
DISTRICT OF COLUMBIA

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 Partnership, 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 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 this Certificate of Partnership, the Partnership's organizational documents and any provision of law that otherwise so empowers the Partnership, so long as the Loan is outstanding, the Partnership 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 this Certificate of Partnership, the Partnership's Partnership Agreement and any provision of law that otherwise so empowers the Partnership, the following may not occur without Lender's prior written consent:

- (A) the resignation or removal of the general partner of the Partnership;

- (B) the sale, exchange, or disposal of all or substantially all the Partnership's assets;
- (D) the making of secured loans by partners of the Partnership to the Partnership; and
- (E) Except as permitted under the Loan Documents, the transfer or issuance of partnership interests in the Partnership 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 this Certificate of Partnership and the provisions of the Loan Documents, the provisions of the Loan Documents shall govern and control.

9. NAME OF GENERAL PARTNER

SPECIFIC ADDRESS

Three Village Hotels, Inc.

9986 Northwest 64th Court, Parkland,
Florida 33076

Signed this 14th day of September, 2000.

Signature of all general partners:

THREE VILLAGE HOTELS, INC.

By: 

Richard L. Vilardo, President

**AFFIDAVIT OF CAPITAL CONTRIBUTIONS
FOR FLORIDA LIMITED PARTNERSHIP**

FILED
00 SEP 11 PM 4:12
TALLAHASSEE
SECRETARY OF STATE
FLORIDA

The undersigned constituting all of the general partners of Three Village Hotel Associates
Limited Partnership

a Florida Limited Partnership, certify:

The amount of capital contributions to date of the limited partners is \$ 50,000.00

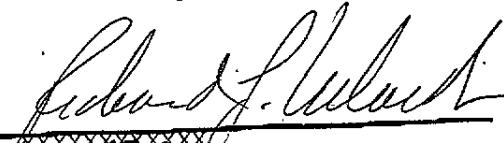
The total amount contributed and anticipated to be contributed by the limited partners at this time
totals \$ 50,000.00

Signed this 17th day of September, ~~19~~ 2000

FURTHER AFFIANT SAYETH NOT.

*Under the penalties of perjury I (we) declare that I (we) have read the foregoing and know the
contents thereof and that the facts stated herein are true and correct.*

Three Village Hotels, Inc.


General Partner

Richard L. Vilardo, President

General Partner

General Partner

General Partner

General Partner

General Partner