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From:

Account Name : RUDEN, MCCLOSKEY, SMITH, SCHUSTER & RUSSELL, P.A.
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LIMITED PARTNERSHIP AMENDMENT

VH FORT LAUDERDALE INVESTMENT, LTD.

Certificate of Status	1
Certified Copy	1
Page Count	03
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**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
VH FORT LAUDERDALE INVESTMENT, LTD.**

VH Fort Lauderdale Investment, Ltd. (the "Partnership") was created pursuant to that certain Agreement of Limited Partnership executed October 31, 2000 (the "Partnership Agreement"), and evidenced further by that certain Affidavit and Certificate of Limited Partnership filed with the Secretary of State of Florida on November 1, 2000, Document No. A00000001663.

The Certificate of Limited Partnership is hereby amended by adding a Paragraph 9 thereto as follows:

9. Special Purpose Entity: The business and purpose of the Partnership shall consist solely of the acquisition, development, operation, renting, maintaining and disposition of the real estate project known as the "Hampton Inn Fort Lauderdale" situated on that certain tract of land (the "Land") more particularly described in the Partnership Agreement, as amended, which shall be owned by the Partnership, together with the hotel and related improvements constructed thereon, and the fixtures, furnishings and other personal property used in connection therewith (the "Property"), to take all actions and perform or cause to be performed all functions necessary or appropriate to promote the business of the Partnership, and to enter into a loan transaction ("Loan") with LaSalle Bank National Association (the "Lender") in which the Partnership shall borrow certain monies from the Lender. The Partnership shall:

(a) not own, hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real or personal property other than (i) the Property, and (ii) incidental personal property necessary for the ownership or operation of the Property;

(b) not engage in any business other than the ownership, operation, renting, maintaining and disposition of the Property;

(c) not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Loan, and (ii) unsecured trade payables (and not evidenced by a promissory note) related to the ownership and operation of the Property and incurred in the ordinary course of business and which shall not exceed 60 days in duration from the date such trade payables are first incurred by the Partnership;

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(d) maintain its assets, accounts, books, records, financial statements, stationery, invoices, and checks separate from and not commingled with any of those of any other person or entity;

(e) conduct its own business in its own name, pay its own liabilities out of its own funds (including paying salaries of its own employees), allocate fairly and reasonably any overhead for shared employees and office space, and maintain an arm's length relationship with its affiliates;

(f) hold itself out as a separate entity, correct any known misunderstanding regarding its separate identity, and observe all organizational formalities;

(g) not guarantee or become obligated for the debts of any other entity or person or hold out its credits as being available to satisfy the obligations of others, including not acquiring obligations or securities of its Partners;

(h) not pledge its assets for the benefit of any other entity or person or make any loans or advances to any person or entity;

(i) not enter into any contract or agreement with any Principal, as defined in the mortgage securing the Loan, or any party which is directly or indirectly controlling, controlled by or under common control with the Partnership or Principal (a "Close Affiliate"), 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 any Principal or Close Affiliate;

(j) maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and maintain a sufficient number of employees in light of its contemplated business operations;

(k) not dissolve or wind up, in whole or in part, and no Partner of the Partnership shall seek the dissolution or winding up, in whole or in part, of the Partnership, and the Partnership will not merge with or be consolidated into any other entity;

(l) 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 constituent party of the Partnership, Close Affiliate, Principal or any other person; and

(m) obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under the mortgage securing the Loan.

Until such time as the Loan has been repaid in full, the Partnership shall not amend, modify or terminate any of these provisions of this Agreement without the prior written consent of Lender.

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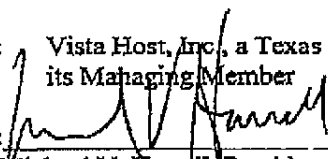
Mar-14-2005 01:38pm From-RUDEN McCLOSKEY 17F_N

T-971 P.004/004 F-885

The undersigned, being the general partner of the Partnership has executed this Certificate of Amendment as of the 14th day of March, 2005.

FMGP FORT LAUDERDALE, LLC

By: Vista Host, Inc., a Texas corporation,
its Managing Member

By: 
Michael V. Harrell, President

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