

Division of Corporations

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A0000000/675**Florida Department of State**

Division of Corporations

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Katherine Harris, Secretary of State

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To: Division of Corporations
Fax Number : (850) 922-4003

From: **LINDA A. SCARCELLI**
Account Name : CNL GROUP, INC.
Account Number : 113615003626
Phone : (407) 650-1000
Fax Number : (407) 650-1065

**** PLEASE COORDINATE THE FILING OF THIS PARTNERSHIP'S GENERAL PARTNER WHICH WAS TRANSMITTED EARLIER TODAY VIA AUDIT FAX NO. H00000057805 4.. THE GENERAL PARTNER MUST BE FORMED FIRST. THANK YOU.**

FLORIDA LIMITED PARTNERSHIP**CNL HOTEL RI-ORLANDO LTD.**

Certificate of Status	1
Certified Copy	1
Page Count	05
Estimated Charge	\$148.75

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CERTIFICATE OF LIMITED PARTNERSHIPOFCNL HOTEL RI-ORLANDO LTD.

The undersigned, hereby makes and files with the Secretary of State of the State of Florida, this Certificate of Limited Partnership for the purpose of forming a limited partnership in accordance with the laws of the State of Florida.

1. NAME OF PARTNERSHIP. The name of the partnership shall be CNL HOTEL RI-ORLANDO LTD. (the "Partnership").

2. LOCATION OF PRINCIPAL PLACE OF BUSINESS. The principal place of business of the Partnership shall be located at CNL Center at City Commons, 450 South Orange Avenue, Orlando, Florida 32801-3336 or at such other place or places as the General Partner shall from time to time determine.

3. NAME AND ADDRESS OF THE AGENT FOR SERVICE OF PROCESS.

C. Brian Strickland
CNL Center at City Commons
450 South Orange Avenue
Orlando, Florida 32801-3336

4. NAME AND BUSINESS ADDRESS OF THE GENERAL PARTNER. The sole general partner is CNL RI-ORLANDO LLC, a Florida limited liability company, whose address is:

L-13471
CNL Center at City Commons
450 South Orange Avenue
Orlando, Florida 32801-3336

5. MAILING ADDRESS OF THE LIMITED PARTNERSHIP.

CNL Center at City Commons
450 South Orange Avenue
Orlando, Florida 32801-3336

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6. TERM. The Partnership shall be dissolved on December 31, 2100, unless sooner dissolved and terminated prior to such date as provided in the Limited Partnership Agreement of the Partnership.

7. SEPARATE EXISTENCE. The Partnership shall at all times maintain its separate and distinct legal existence and shall at all times:

(a) conduct its business from an office that is separate and distinct from that of any other person, even if such office space is subleased from, or is on or near premises occupied by, another entity;

(b) maintain and use stationery and checks bearing its own name;

(c) maintain separate records and books of account from those of any other person;

(d) cause its financial statements to be prepared in a manner that indicates the separate existence of the Partnership and its assets and liabilities; provided, however, that nothing contained herein shall prohibit the inclusion of the Partnership in consolidated financial statements with other entities so long as the Partnership's separate legal existence is noted in any such statements;

(e) not commingle its assets with those of any other person;

(f) pay all employees, consultants or agents of the Partnership, and any other operating expenses or liabilities incurred by the Partnership, from the assets of the Partnership;

(g) maintain an arm's length relationship with every other person;

(h) hold all of its assets in its own name and maintain all of its financial records and its deposits and other bank accounts separate from any other person;

(i) compensate all of its employees, officers, consultants and agents for services provided to it by such persons, and reimburse any other person in respect of services provided to it by employees, officers, consultants and agents for services provided to it by them, from the assets of the Partnership, and maintains a sufficient number of employees in light of its contemplated business operations;

(j) account for and manage all of its liabilities separate and apart from that of any other person;

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(k) allocate, on an arm's length basis, all shared corporate operating services, leases and expenses, including, without limitation, those associated with the services of shared consultants and agents and shared computer equipment and software;

(l) maintain adequate capitalization in light of its business and purpose;

(m) conduct all of its business, whether orally or in writing, solely in its own name, and require that its employees, if any, when conducting its business, identify themselves as such and not as employees of any other person, and otherwise holds itself out to the public and to creditors as a legal entity, separate and distinct from all other entities;

(n) not pledge its assets for the benefit of any other person or guaranty or otherwise become liable for any obligations of any of its affiliates or any other person, or hold out its credit as being available to satisfy the obligations, or otherwise become responsible for the debts, of any other person or for decisions or actions with respect to the affairs of any other person, excepting any such pledge of assets or guaranty in favor of Colonial Bank and its participants and their respective successors and assigns in connection with any construction or warehouse line of credit loan made to the Partnership.

(o) not transfer any funds to any other person except (i) in connection with transactions conducted on an arm's length basis, or (ii) as permitted under its Limited Partnership Agreement;

(p) not identify itself as a division or department of any other person;

(q) take such actions as are reasonably necessary to correct any known misunderstanding regarding its separate identity;

(r) observe all formalities of a Florida limited partnership; and

(s) not acquire the obligations or securities of any of its affiliates or partners or affiliates of partners.

EXECUTED this 2nd day of November, 2000.

GENERAL PARTNER

CNL RI-ORLANDO LLC,
a Florida limited liability company

By: CNL Hospitality Properties, Inc.,
a Maryland corporation,
Managing Member

By:



Name: C. Brian Strickland

Its: SVP of Finance & Administration

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AFFIDAVIT OF LIMITED PARTNER'S CONTRIBUTION

Pursuant to the provisions of the Florida Revised Uniform Limited Partnership Act, Florida Statutes, Chapter 620.108, the undersigned certifies that the capital contribution of the Limited Partner of CNL HOTEL RI-ORLANDO LTD. is \$4,950. No additional capital contributions by the Limited Partner are presently required.

FURTHER AFFIANT SAYETH NOT.

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

EXECUTED this 2nd day of November, 2000.

GENERAL PARTNER

CNL RI-ORLANDO LLC, a Florida limited liability company

By: CNL Hospitality Properties, Inc.,
a Maryland corporation,
Managing Member

By: C. Brian Strickland
Name: C. Brian Strickland
Its: SVP of Finance & Administration


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ACCEPTANCE OF REGISTERED AGENT

THE UNDERSIGNED, C. Brian Strickland, accepts his designation as Registered Agent for CNL HOTEL RI-ORLANDO LTD. and the obligations imposed on him as Registered Agent pursuant to the Florida Revised Uniform Limited Partnership Act, Florida Statutes, Chapter 620.

EXECUTED this 2nd day of November, 2000.


C. Brian Strickland
Registered Agent

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