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December 19, 1997

**VIA FEDERAL EXPRESS**

Corporate Records Bureau  
Division of Corporations  
Department of State  
409 East Gaines Street  
Tallahassee, Florida 32399

Re: Our File No. 97-21580

400002379814--9  
-12/22/97--01157--003  
\*\*\*\*\*52.50 \*\*\*\*\*52.50

Gentlemen:

Enclosed please find one (1) original and one (1) copy of the Amended and Restated Certificate of Limited Partnership for Edco, Ltd., a Florida limited partnership, together with a check in the amount of Fifty-Two and 50/100 (\$52.50) Dollars for the filing fee.

Please return a copy of the filed Amended and Restated Certificate of Limited Partnership to the undersigned.

Thank you.

Very truly yours,

  
Anne Marie La Ferla

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Name Availability	
Document Examiner	DCC
<b>Enclosures</b>	
Updater	H:\LIBRARY\97\21580\COR\FILEACLP.LTR
Updater Verifier	DCC
Acknowledgement	DCC
M. P. Verifier	DCC

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**AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP**  
**EDCO, LTD.,**  
**a Florida limited partnership**

The undersigned, as sole general partner, desires to amend the Certificate of Limited Partnership of Edco, Ltd. which was filed on November 6, 1995, pursuant to the Florida Revised Uniform Limited Partnership Act as set forth in Section 620 of the Florida Statutes, and states the following:

**ARTICLE I.**  
**Name of the Limited Partnership**

The name of the Limited Partnership is as follows:

**EDCO, LTD.**

**ARTICLE II.**  
**Address of the Limited Partnership**

The address of the office of the Limited Partnership is as follows:

4305 N.W. 24th Way  
Boca Raton, Florida 33431

**ARTICLE III.**  
**Registered Agent and Registered Office**

The name and address of the agent for service of process on the Limited Partnership is as follows:

**COBER CORPORATE AGENTS, INC.**  
2601 South Bayshore Drive  
19th Floor  
Miami, Florida 33432

**ARTICLE IV.**  
**General Partner**

The name and business address of the sole general partner is as follows:

Marathon Hotel, Inc.  
4305 N.W. 24th Way

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Boca Raton, Florida 33431

**ARTICLE V.**

**Mailing Address of the Limited Partnership**

The mailing address of the Limited Partnership is as follows:

4305 N.W. 24th Way  
Boca Raton, Florida 33431

**ARTICLE VI.**

**Term of the Limited Partnership**

The term for which the Limited Partnership is to exist is until December 31, 2045, unless sooner dissolved by written consent.

**ARTICLE VII.**

**Purpose of Limited Partnership**

The nature and purpose of the business to be conducted and promoted by the limited partnership is to own, manage, and maintain the property located at Mile Marker 80, Islamorada, Monroe County, Florida.

**ARTICLE VIII.**

**Prohibited Activities**

The partnership shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien exists on any of the Property, the partnership shall not incur, assume, or guaranty any other indebtedness. The partnership shall not consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity. For so long as a mortgage lien exists on any of the Property, the partnership will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of all of the partners of the partnership. for so long as a mortgage line exists on any of the Property, no material amendment to this partnership agreement may be made without first obtaining approval of the mortgagee holding a first mortgage on any of the Property.

**ARTICLE IX.**

**Indemnification**

Any indemnification obligation of the partnership shall be fully subordinated to any obligations respecting the Property and shall not constitute a claim against the partnership

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in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligation.

**ARTICLE X.**  
**Separateness Covenants**

For so long as any mortgage lien exists on any of the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in the partnership agreement, the partnership shall conduct its affairs in accordance with the following provisions:

- (a) It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its affiliates and shall allocate fairly and reasonably any overhead for shared office space.
- (b) It shall maintain separate partnership records and books of account from those of any affiliate.
- (c) It shall not commingle assets with those of any affiliate.
- (d) It shall conduct its own business in its own name.
- (e) It shall maintain financial statements separate from any affiliate.
- (f) It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any affiliate.
- (g) It shall maintain an arm's length relationship with any affiliate.
- (h) It shall not guarantee or become obligated for the debtor of any other entity, including any affiliate or hold out its credit as being available to satisfy the obligations of others.
- (i) It shall use stationery, invoices and checks separate from any affiliate.
- (j) It shall not pledge its assets for the benefit of any other entity, including any affiliate.
- (k) It shall hold itself out as an entity separate from any affiliate.

For purposes of this Article X, the following terms shall have the following meanings:

"Affiliate" means any person controlling or controlled by or under common control with the partnership including, without limitation (i) any person who

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has a familial relationship, by blood, marriage or otherwise with any partner or employee of the partnership, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this partnership, or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

**ARTICLE XI**  
**Dissolution**

Subject to applicable law, dissolution of the partnership shall not occur so long as the partnership remains mortgagor of the property.

**IN WITNESS WHEREOF**, this Amended and Restated Certificate of Limited Partnership has been executed by the sole general partner of EDCO, LTD., as of December 16, 1997.

General Partner

**MARATHON HOTEL, INC.**

By: 

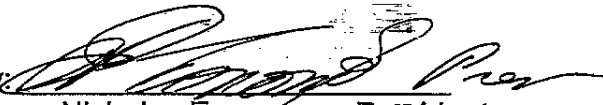
Nicholas Economos, President

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CLERK OF DISTRICT COURT  
JACKSONVILLE, FLORIDA

IN WITNESS WHEREOF, this Amended and Restated Certificate of Limited Partnership has been executed by the sole general partner of EDCO, LTD., as of December 16, 1997.

General Partner

MARATHON HOTEL, INC.

By:   
Nicholas Economos, President

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