



THE UNITED STATES
CORPORATION
COMPANY

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ACCOUNT NO. : 072100000032

REFERENCE : 988442 7161011

AUTHORIZATION

Patricia Pizzuti

COST LIMIT : \$ 52.50

ORDER DATE : October 7, 1998

ORDER TIME : 2:20 PM

ORDER NO. : 988442-010

CUSTOMER NO: 7161011

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CUSTOMER: Vicki G. Cheikes, Esq
Vicki Cheikes
1370 Avenue Of The Americas
27th Floor
New York, NY 10019

DOMESTIC AMENDMENT FILING

NAME: UNIHAMP HOTEL ASSOCIATES, LTD.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Brenda Phillips

EXAMINER'S INITIALS:

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
FILING

98 OCT -7 PM 2:43

98 OCT -7 AM 10:06

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SECRETARY OF STATE
DIVISION OF CORPORATIONS

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B/K
10/7/98

**CERTIFICATE OF AMENDMENT TO THE
CERTIFICATE OF LIMITED PARTNERSHIP FOR
UNIHAMP HOTEL ASSOCIATES, LTD.**

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The undersigned, being the general partners of the herein-described limited partnership, pursuant to the Florida Revised Uniform Limited Partnership Act, adopt and swear to the following amendments to the certificate for the formation of such limited partnership:

1. Name. The name of the limited partnership is **UNIHAMP HOTEL ASSOCIATES, LTD.**

2. Additional Provisions. The following provisions shall be added to Certificate of Limited Partnership of Unihamp Hotel Associates, LTD., effective upon the filing of same with the Florida Secretary of State:

" 8. Purposes of Partnership. Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the partnership to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the partnership is to engage solely in the following activities:

(a) To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property, as herein defined.

(b) To exercise all powers enumerated in the Limited Partnership Act of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

"9. Prohibited Activities. Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the partnership to the contrary, the following shall govern: Partnership shall only incur indebtedness in an amount necessary to operate and maintain the real property operated as a hotel under a Hampton Inns franchise located at Orlando, Florida (the "Property"). For so long as a Mortgage or other Security Instrument ("Security Instrument") held by The Chase Manhattan Bank, its successors or assigns (the "Lender"), exists on the Property, the Partnership shall not incur, assume, or guaranty any other indebtedness other than such as may be expressly permitted under the terms of the loan documents. 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 unless (i) the entity (if other than Partnership) formed or surviving such consolidation or merger or that acquired by conveyance or transfer the properties and assets of the corporation or Partnership substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any state or the District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this paragraph 9 and paragraph 11, and (c) shall expressly assume the due and punctual performance of the Partnership's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by the Partnership and be continuing. For so long as a Security Instrument exists on the Property, the Partnership shall 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 Security Instrument exists on the Property, no material amendment to the partnership agreement of the Partnership or to this modification of that agreement may be made without first obtaining approval of the Lender, its successors and/or assigns.

"10. Limitation on Indemnification. Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the partnership to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Property and shall not constitute a claim against the Partnership in the event that cash flow is insufficient to pay such obligations.

"11. Separateness Covenants. Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the partnership to the contrary, the following shall govern: For so long as a Security Instrument exists on the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in this Certificate of Amendment to the Certificate of Limited Partnership, 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 those 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

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books of account from those of any of its affiliates.

c. It shall not commingle assets with those of any of its affiliates.

d. It shall conduct its own business in its own name.

e. It shall maintain financial statements separate from any of its affiliates.

f. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any of its affiliates.

g. It shall maintain an arm's length relationship with any of its affiliates.

h. It shall not guarantee or become obligated for the debts of any other entity, including any of its affiliates 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 of its affiliates.

j. It shall not pledge its assets for the benefit for any other entity, including any affiliate.

k. It shall hold itself out as an entity separate from any of its affiliates.

l. It shall at all times have a special purpose corporate general partner.

For purposes of this paragraph 11, 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 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."

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"12. Dissolution.

(a) Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the partnership to the contrary, the following shall govern: The Partnership shall not terminate solely as a consequence of the bankruptcy of one or more of the general partners of the Partnership so long as there remains a solvent general partner of the Partnership.

(b) Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the partnership to the contrary, the following shall govern: Subject to applicable law, dissolution of the Partnership shall not occur so long as a Security Instrument exists on any of the Properties."

The undersigned have executed this certificate of amendment as of the 5th day of October, 1998.

General Partners:
UNIHAMP HOTEL CORP.

By: Allan V. Rose
Allan V. Rose, President

UNIHAMP TEMP CORP.

By: Allan V. Rose
Allan V. Rose, President