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LP/LLLP AMENDMENT/RESTATEMENT/CORRECTION

CANADA AVENUE HOTEL ASSOCIATES, LIMITED PARTNERSHIP

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**CANADA AVENUE HOTEL ASSOCIATES, LIMITED PARTNERSHIP
AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP**

Pursuant to the provisions of section 620.109, Florida Statutes, the Florida limited partnership, whose certificate was filed with the Florida Department of State on July 23, 1999, as amended, adopts the following certificate of amendment of its certificate of limited partnership:

FIRST: Name:

The name of the Partnership is Canada Avenue Hotel Associates, Limited Partnership (the "Partnership") and the sole general partner of the Partnership is Canada Avenue Hotels, Inc. (the "General Partner").

SECOND: Amendment:

Section 9 is hereby added to the Certificate of Limited Partnership as follows:

"SECTION 9. (A) RESTRICTIONS RELATING TO SPECIAL PURPOSE ENTITY STATUS. Notwithstanding anything to the contrary in this Certificate of Limited Partnership or the Agreement of Limited Partnership of the Partnership, and any provision of law that otherwise so empowers the Partnership, so long as that certain first-mortgage loan (the "Loan") in the original principal amount of Ten Million Dollars (\$10,000,000.00) by Capmark Bank, a Utah industrial Bank (together with its successors and assigns, "Lender") secured by the Hotel is outstanding, the Partnership shall not undertake any of the following actions:

- (i) merge, convert or consolidate with or into any other business entity;
- (ii) dissolve, wind up or liquidate or take any action, or omit to take any action, as a result of which the Partnership would be dissolved, wound up or liquidated in whole or in part;
- (iii) engage in any business activity not described in the Certificate of Partnership;
- (iv) amend, modify, waive or terminate the Certificate of Partnership without the written consent of Lender;
- (v) permit the issuance of any additional interests in the Partnership except as set forth in the Loan Documents (hereinafter defined);
- (vi) own any asset or property other than the Fairfield Inn by Marriott Hotel located at 7485 Canada Avenue, Orlando, FL 32815 (the "Hotel") and incidental personal property necessary for the ownership or operation of the Hotel;
- (vii) 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;

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(viii) 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;

(ix) 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;

(x) 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;

(xii) dissolve, wind up or liquidate, in whole or in part, or consolidate or merge with or into any other person or entity;

(xiii) 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;

(xiv) 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; and

(xv) 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 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.

9. (B) COVENANTS RELATING TO SPECIAL PURPOSE ENTITY STATUS.

Notwithstanding anything to the contrary in the Certificate of Partnership, this Partnership Agreement and any provision of law that otherwise so empowers the Partnership, so long as the Loan is outstanding, the Partnership shall:

(i) 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;

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(ii) do and cause to be done all things necessary to observe organizational formalities and preserve its existence;

(iii) 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;

(iv) maintain its books, records, resolutions and agreements as official records;

(v) 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;

(vi) 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;

(vii) 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

(viii) pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations.

9 (C) OTHER RESTRICTIONS. Notwithstanding anything to the contrary in the Certificate of Partnership, this Agreement and any provision of law that otherwise so empowers the Partnership, the following may not occur without Lender's prior written consent:

- (i) the resignation or removal of the General Partner;
- (ii) the sale, exchange, or disposal of all or substantially all the Partnership's assets;
- (iii) the making of secured loans by partners of the Partnership ("Partners"), or the partners of the Partners to the Partnership; and

(iii) Except as permitted under the Loan Documents, the transfer or issuance of partnership interests or economic interests in the Partnership as long as the Loan is outstanding.

9 (D) CONFLICT. For so long as the Loan is outstanding, in the case of a conflict between the provisions of this Certificate and the provisions of the Loan Documents, the provisions of the Loan Documents shall govern and control. For the purposes of Section 9 (A) through (D) the term, "Loan Documents" shall mean all documents relating to the Loan from

Lender to the Partnership."

THIRD: All other terms and conditions of the Agreement of Limited Partnership shall remain in full force and effect.

FOURTH: This Certificate of Amendment shall be effective at the time of its filing with the Florida Department of State.

IN WITNESS WHEREOF, each of the undersigned acknowledges that this Amendment to Certificate of Limited Partnership is its act, and further acknowledges, under penalties of perjury, to the best of its knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that it has executed this Amendment to Certificate of Limited Partnership under seal as of July 20, 2007.

SIGNATURES ON NEXT PAGE

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Signature of all general partners:

Canada Avenue Hotels, Inc.

By:


Richard L. Villardo
President

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