

L 00000013342

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H05000063072 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 205-0383

From:

Account Name : RUDEN, MCCLOSKEY, SMITH, SCHUSTER & FUSSELL, P.A.
Account Number : 076077000521
Phone : (954) 527-2428
Fax Number : (954) 764-4996

L-13342

RECEIVED
05 MAR 14 PM 2:30
DIVISION OF CORPORATION

LIMITED LIABILITY AMENDMENT

HMGP FORT LAUDERDALE, LLC

Certificate of Status	1
Certified Copy	1
Page Count	03
Estimated Charge	\$60.00

FILED
05 MAR 14 AM 8:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing

Public Access Help

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
HMGP FORT LAUDERDALE, LLC**

FIRST: The Articles of Organization of HMGP FORT LAUDERDALE, LLC, a Florida limited liability company (the "Company"), document number L00000013342 were filed on October 31, 2000.

SECOND: The following amendment to the Articles of Organization of the Company was adopted:

Article IX is hereby inserted in the Articles of Organization of the Company to read as follows:

ARTICLE IX

SPECIAL PURPOSE ENTITY

(1) The purposes of the Company are generally, to assume the responsibilities and exercise the rights and powers of the general partner of VH Fort Lauderdale Investment, Ltd. (the "Partnership Interest"), which will develop the Hotel Project and to do all things necessary or desirable to carry out the foregoing and to pursue all lawful business permitted by the Act. It is contemplated that VH Fort Lauderdale Investment, Ltd. (the "Partnership") will enter into a loan transaction ("Loan") with LaSalle Bank National Association (the "Lender") in which the Partnership shall borrow certain monies from Lender.

(2) Until such time as the Loan has been repaid in full, and notwithstanding any provision of this Agreement or the Act to the contrary, the Company 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 Partnership Interest, and (ii) incidental personal property necessary for the ownership or management of the Partnership Interest;

(b) not engage in any business other than the ownership, operation, management and disposition of the Partnership Interest;

(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 the Partnership Interest 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 or the Company;

(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 Members;

(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 Member of the Company shall seek the dissolution or winding up, in whole or in part, of the Company, and the Company 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 Company, 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.

Mar-14-2005 01:29pm From-RUDEN McCLOSKEY 17F_N

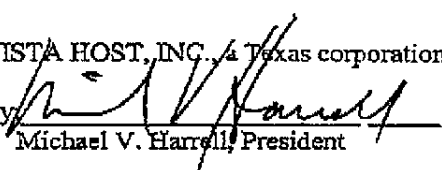
T-870 P.004/004 F-884

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

IN WITNESS WHEREOF, the undersigned, as the Manager and a Member of the Company, has executed these Articles of Amendment as of the 14th day of March, 2005.

VISTA HOST, INC., a Texas corporation

By


Michael V. Harrell, President

05 MAR 14 AM 8:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILE:1398142:2

H050000630723