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GRAY ROBINSON

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LIMITED LIABILITY AMENDMENT

FOUR STAR HOTEL MANAGEMENT, L.C.

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SEP 26 A 9:36
TALLAHASSEE
FLORIDA

September 26, 2005

FOUR STAR HOTEL MANAGEMENT, I.C.
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SUBJECT: FOUR STAR HOTEL MANAGEMENT, I.C.
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**SECOND AMENDMENT TO
THE ARTICLES OF ORGANIZATION OF
FOUR STAR HOTEL MANAGEMENT, L.C.**

Pursuant to the provisions of Section 608.411, Florida Statutes, FOUR STAR HOTEL MANAGEMENT, L.C. adopts the following Articles of Amendment to its Articles of Organization:

- A. Article III Purposes is deleted in its entirety, and the following substituted in its place:

"ARTICLE III"

Purposes

The Company's business and purpose shall consist solely of the acquisition, ownership, operation, maintenance and management of the real property commonly known as Bowling Green Fairfield Inn, as legally described in Exhibit A attached hereto (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith."

- B. Article XI(b) Title is deleted in its entirety, and the following substituted in its place:

"ARTICLE XI"

(b) Title. The title to all property held by the Company shall be held in the name of the Company and no member shall have any ownership interest in any Company property in its individual name or right, and each member's membership interest shall be personal property for all purposes."

- C. Article X Powers is deleted in its entirety, and the following substituted in its place:

"ARTICLE X"

Powers

Notwithstanding any other provisions of the Company's Articles of Organization, Operating Agreement or similar organizational documents, or any provision of law that otherwise so empowers the Company, so long as any obligations secured by a first mortgage lien on the Property ("Mortgage") remain outstanding and not discharged in full, the Company shall not do any of the following:

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- (a) engage in any business or activity other than the acquisition, development, ownership, operation, leasing and managing and maintenance of the Property, and entering into the loan made in connection with any Mortgage ("Loan") and activities incidental thereto;
 - (b) acquire or own any material assets other than (i) the Property, and (ii) such incidental personal property as may be necessary for the operation of the Property;
 - (c) merge into or consolidate with any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case the consent of any holder of a first mortgage lien on the Property ("Lender");
 - (d) (i) fail to observe its organizational formalities or preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, and qualification to do business in the State where the Property is located, if applicable, or (ii) without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of the Company's Articles of Organization, Operating Agreement or similar organizational documents, as the case maybe;
 - (e) own any subsidiary or make any investment in, any person or entity without the consent of Lender;
 - (f) commingle its assets with the assets of any of its members, general partners, affiliates, principals or of any other person or entity, participate in a cash management system with any other entity or person or fail to use its own separate stationery, telephone number, invoices and checks;
 - (g) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Loan, except for trade payables in the ordinary course of its business of owning and operating the Property, provided that such debt (i) is not evidenced by a note, (ii) is paid within sixty (60) days of the date incurred, (iii) does not exceed in the aggregate four percent (4%) of the outstanding principal balance of the note evidencing the indebtedness secured by any Mortgage ("Note"), and (iv) is payable to trade creditors and in amounts as are normal and reasonable under the circumstances;

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- (h) become insolvent and fail to pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;
- (i) fail to maintain its records (including financial statements), books of account and bank accounts separate and apart from those of the members, general partners, principals and affiliates of the Company, the affiliates of a member, general partner or principal of the Company, and any other person or entity, (ii) permit its assets or liabilities to be listed as assets or liabilities on the financial statement of any other entity or person, or (iii) include the assets or liabilities of any other person or entity on its financial statements;
- (j) enter into any contract or agreement with any member, general partner, principal or affiliate of the Company, any guarantor of the Loan, or any member, general partner, principal or affiliate thereof (other than a business management services agreement with an affiliate of the Company, provided that (i) such agreement is acceptable to Lender, (ii) the manager, or equivalent thereof, under such agreement holds itself out as an agent of the Company, and (iii) the agreement meets the standards set forth in this subsection (j) following this parenthetical), except upon terms and conditions that are commercially reasonable, intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any member, general partner, principal or affiliate of the Company, any guarantor of the Loan, or any member, general partner, principal or affiliate thereof;
- (k) seek the dissolution or winding up in whole, or in part, of the Company;
- (l) fail to correct any known misunderstandings regarding the separate identity of the Company or any member, general partner, principal or affiliate thereof or any other person;
- (m) guarantee or become obligated for the debts of any other entity or person or hold itself out to be responsible for the debts of another person;
- (n) make any loans or advances to any third party, including any member, general partner, principal or affiliate of the Company, or any member, general partner, principal or affiliate thereof, and shall not acquire obligations or securities of any member, general

partner, principal or affiliate of the Company, or any member, general partner, or affiliate thereof;

- (o) fail to file its own tax returns or be included on the tax returns of any other person or entity except as required by applicable law;
- (p) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the Company is responsible for the debts of any third party (including any member, general partner, principal or affiliate of the Company, or any member, general partner, principal or affiliate thereof);
- (q) fail to 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;
- (r) share any common logo with or hold itself out as or be considered as a department or division of (i) any general partner, principal, member or affiliate of the Company, (ii) any affiliate of a general partner, principal or member of the Company, or (iii) any other person or entity;
- (s) fail to allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;
- (t) pledge its assets for the benefit of any other person or entity, other than with respect to the Loan;
- (u) fail to maintain a sufficient number of employees in light of its contemplated business operations;
- (v) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors without the affirmative vote of all of the members of the Company;
- (w) fail to hold its assets in its own name;
- (x) have any of its obligations guaranteed by an affiliate; or

- (y) amend the Articles of Organization.”

D. A new Article XVI shall be added as follows:

“ARTICLE XVI

Separateness/Operations Matters

The Company shall:

- (a) maintain books and records and bank accounts separate from those of any other person;
- (b) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (c) hold regular meetings, as appropriate, to conduct the business of the Company, and observe all customary organizational and operational formalities;
- (d) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (e) prepare separate tax returns and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group;
- (f) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates and maintain a sufficient number of employees in light of its contemplated business operations;
- (g) transact all business with affiliates on an arm's-length basis and pursuant to enforceable agreements;
- (h) conduct business in its own name, and use separate stationery, invoices and checks;
- (i) not commingle its assets or funds with those of any other person;
- (j) not assume, guarantec or pay the debts or obligations of any other person;
- (k) pay its own liabilities out of its own funds;

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- (l) not acquire obligations or securities of its members;
 - (m) not pledge its assets for the benefit of any other entity or make any loans or advances to any entity;
 - (n) correct any known misunderstanding regarding its separate identity;
 - (o) maintain adequate capital in light of its contemplated business operations; and
 - (p) maintain all required qualifications to do business in the state in which the Property is located."

- E. Article VIII Continuation of Business is deleted in its entirety, and the following substituted in its place:

"ARTICLE XVII

Effect of Bankruptcy, Death or Incompetency of a Member

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such member shall have all the rights of such member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any membership Interest shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent member. In the event that the Company has only one member, such member may not withdraw as a member of the Company without the prior written consent of the Lender, which consent may be granted, withheld or conditioned in the Lender's sole discretion, including, without limitation, the condition that a succeeding member acceptable to Lender in Lender's sole discretion exist and succeed the withdrawing member so that the operations and existence of the Company continue. The foregoing shall apply to the fullest extent permitted by applicable law."

- F. Article XI(c) Conveyance is deleted in its entirety, and the following substituted in its place:

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"The manager(s) is(are) hereby authorized to convey and obtain title to all real and personal property of whatever nature by the execution on behalf of this Company of any and all agreements, deed, mortgages, trust agreements, indentures, leases, conveyance documents and all other certificates, instruments and documents as are necessary, reasonable or desirable to obtain title or convey title to any real or personal property whatsoever. Such execution shall be made by one or more manager that shall have been authorized by members holding a majority of interest in this Company. The signature and execution of such documents shall clearly set forth that the execution is on behalf of this Company and that the manager signing on its behalf is authorized to do so. The following form of signature shall be used for obtaining or conveying title to any real or personal property:

FOUR STAR HOTEL MANAGEMENT, L.C.,
a Florida limited liability company

By: _____, Authorized Manager

No third party need inquire any further than these Articles of Organization for authorization as to the form of conveyance of documents for title to real or personal property. Further, Leon H. Volkert, as the Authorized Manager, has the requisite authority on behalf of this Company to execute and deliver that certain Fixed Rate Note in favor of ARTESIA MORTGAGE CAPITAL CORPORATION, a Delaware corporation, its successors and/or assigns (the "Note"), the Security Instrument (as defined in the Note) and other instruments required by ARTESIA MORTGAGE CAPITAL CORPORATION as a condition to making the loan evidenced by the Note."

G. A new Article XVIII shall be added as follows:

"ARTICLE XVII

Governing Provisions

In the event of any conflicts between the terms and conditions of these Articles of Organization and the Company's Operating Agreement or similar

organizational documents, the terms and conditions of these Articles of
Organization shall govern, but only to the extent of any such conflicts."

G. This Amendment was approved by a majority of the Members on the 20th day of September, 2005. 36

Signed this 20th day of September, 2005.

2005 SEP 20
TALLAHASSEE, FLORIDA

CHARLES R. FAUST, Manager, Member

LAUREN B. KOONIN, Manager, Member

LEON VOLKERT, Manager, Member

CHRISTIAAN VOLKERT, Member

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GRAY ROBINSON

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organizational documents, the terms and conditions of those Articles of Organization shall govern, but only to the extent of any such conflicts."

G. This Amendment was approved by a majority of the Members on the 20 day of September, 2005. 36

Signed this 20 day of September, 2005.


CHARLES R. FAUST, Manager, Member

LAUREN B. KOONIN, Manager, Member

LEON VOLKERT, Manager, Member

CHRISTIAAN VOLKERT, Member

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EXHIBIT "A"

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Being a parcel of property located in Bowling Green, Warren County, Kentucky, known as Lot 6 of the Browning Center Subdivision as record in Plat Book 22, Page 145, and more particularly described as follows:

Beginning at an iron pin located in the west right-of-way line of Mel Browning Street, said pin being approximately 873.5 feet southwest of the right-of-way line of U.S. Highway 231-Scottsville Road; thence continuing with the right-of-way of Mel Browning Street S 36 deg. 28 min. 17 sec. W 326.74 feet to an iron pin, corner common to Lot 7 of the Browning Center Subdivision; thence to the right and leaving said right-of-way and with the common line of Lots 7 and 6 N 55 deg. 44 min. 01 sec. W 351.66 feet to an iron pin in the east right-of-way line of the I-65 Exit Ramp AA@; thence to the right with said right-of-way line N 32 deg. 21 min. 47 sec. E 77.33 feet to an iron pin; thence with a curve to the right having a radius of 546.20 feet and an arc distance of 204.23 feet to an iron pin; thence N 47 deg. 44 min. 20 sec. E 61.10 feet to an iron pin, corner common to Lot 5 of the Browning Center Subdivision; thence leaving said right-of-way and with the common line of Lots 6 and 5 S 53 deg. 31 min. 43 sec. E 337.14 feet to the point of beginning, as per survey by James R. Adams and Associates dated February 22, 1990.

Being the same property conveyed to Four Star Hotel Management L.C. by Special Warranty Deed dated June 9, 2003, and of record in Deed Book 862, Page 63, in the Warren County Clerk's office.