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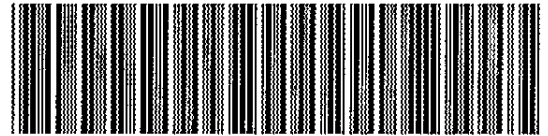
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Holland & Knight LLP
Requester's Name
315 So. Calhoun Street
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425-5675
City/State/Zip Phone #

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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Melbourne Hotel Investors, LLC
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

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NEW FILINGS

- ☐ Profit
☐ Not for Profit
☒ Limited Liability
☐ Domestication
☐ Other

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

AMENDMENTS

- ☒ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☐ Merger

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

Examiner's Initials

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF ORGANIZATION
OF**

MELBOURNE HOTEL INVESTORS, L.L.C.

Pursuant to Section 608.411 of the Florida Limited Liability Company Act, Melbourne Hotel Investors, L.L.C., a Florida limited liability company (the "Company"), hereby amends its Articles of Organization, which Articles of Organization were filed with the Department of State of the State of Florida on June 19, 2003, as follows:

1. Article IV of the Articles of Organization is deleted in its entirety and such Article is restated by inserting in lieu thereof the following:

"ARTICLE IV

PURPOSE

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

- (1) To acquire that certain parcel of real property, together with all improvements located thereon, located at 964 South Harbor City Boulevard, City of Melbourne, Brevard County, Florida, and commonly known as the Best Western Harborview (the "Property").
- (2) To own, hold, sell, assign, transfer, operate, lease, manage, mortgage, pledge and otherwise deal with the Property.
- (3) To exercise all powers enumerated in the Florida Limited Liability Company Act incidental, necessary or appropriate to the conduct, promotion or attainment of the business or purposes otherwise set forth herein."

2. The Articles of Organization are hereby amended by the insertion of the following new Article V:

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"ARTICLE V

OTHER PROVISIONS

A. Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Company to the contrary, the following shall govern: The Company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien exists on the Property, the Company shall not incur, assume, or guaranty any other indebtedness, except for trade payables in the ordinary course of its business of owning and operating the Property. The Company shall not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale or transfer of membership interest. For so long as a mortgage lien exists on the Property, the Company will not without the unanimous consent of all of the members of the Company: (i) file or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; institute any proceedings under any applicable insolvency law or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally, (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for itself or any other entity, (iii) make an assignment of its assets for the benefit of its creditors or an assignment of the assets of another entity for the benefit of such entity's creditors, or (iv) take any action in furtherance of the foregoing. For so long as a mortgage lien exists on the Property, no material amendment to these Articles of Organization may be made without first obtaining approval of the mortgagee holding a first mortgage lien on the Property.

B. Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Company 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 Company in the event that cash flow is insufficient to pay such obligations.

C. Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Company to the contrary, the following shall govern: For so long as any mortgage lien exists on the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in these Articles of Organization, the Company shall conduct its affairs in accordance with the following provisions:

- (1) It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its

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affiliates and shall allocate fairly and reasonably any overhead for shared office space.

- (2) It shall maintain separate records, books and accounts from those of any affiliate or any other person.
- (3) It shall not commingle funds or assets with those of any affiliate or any other person.
- (4) It shall conduct its business and hold its assets in its own name.
- (5) It shall maintain financial statements and accounting statements and prepare tax returns separate from any affiliate or any other person.
- (6) It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any affiliate, and maintain a sufficient number of employees in light of its contemplated business operations.
- (7) It shall maintain adequate capital in light of its contemplated business operations.
- (8) It shall maintain an arm's length relationship with any affiliate.
- (9) It shall not assume or guarantee or become obligated for the debts of any other entity, including any affiliate, or hold out its credit as being available to satisfy the obligations of others.
- (10) It shall not have any of its obligations guaranteed by any member, general partner or affiliate, except the guarantor of the mortgage loan.
- (11) It shall not pledge its assets for the benefit of any other person or entity or make an advance or loan to any person or entity, including any affiliate.
- (12) It shall not acquire obligations or securities of its partners, members or shareholders or any affiliate.
- (13) It shall use stationery, invoices and checks separate from any affiliate or any other person.
- (14) It shall hold itself out as an entity separate and distinct from any affiliate and not as a division, department or part of any other person or entity.

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- (15) It shall not identify its members or any affiliates as a division or part of it.
 - (16) It shall correct any known misunderstanding regarding its separate identity.
 - (17) It shall 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 other entity.
 - (18) It shall not share a common logo with any affiliate or any other person.
 - (19) It shall not acquire or own any material assets other than the Property and such incidental personal property as may be necessary for the operation of the Property.
 - (20) It shall maintain its books, records, resolutions and agreements as official records.
 - (21) It shall hold regular meetings, as appropriate, to conduct its business and observe all limited liability company level formalities and record keeping.

For purpose of this Article V, the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with the Company, including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any member or employee of the Company, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from the Company, 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.

D. Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Company to the contrary, the following shall govern: The vote of a majority-in-interest of the remaining members is sufficient to continue the life of the Company.

If such vote is not obtained, for so long as a mortgage lien exists on the Property the Company shall not liquidate the Property without first obtaining approval of the mortgagee holding a first mortgage lien on the Property. Such holders may continue to exercise all of their rights under the existing security agreements or mortgages until the debt underlying the mortgage liens has been paid in full or otherwise completely discharged.

E. Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Company to the contrary, the following shall govern: When acting on matters subject to the vote of the members, notwithstanding that the Company is not then insolvent, all of the members shall take into account the interest of the Company's creditors, as well as those of the members."

IN WITNESS WHEREOF, MELBOURNE HOTEL INVESTORS, L.L.C. has caused these Articles of Amendment to be executed by its Managing Member, as of the date set forth below.

MELBOURNE HOTEL INVESTORS, L.L.C.

By: Melbourne Hotel Manager, L.L.C., its
Managing Member

By: /s/ Geoffrey L. Hockman
Geoffrey L. Hockman
Member
Date: September 15, 2003

By: /s/ Robert D. Falor
Robert D. Falor
Member
Date: September 15, 2003

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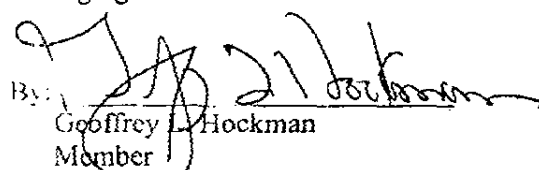
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F. Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Company to the contrary, the following shall govern: When acting on matters subject to the vote of the members, notwithstanding that the Company is not then insolvent, all of the members shall take into account the interest of the Company's creditors, as well as those of the members."

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By: Melbourne Hotel Manager, L.L.C., its
Managing Member

By: 
Geoffrey L. Hockman
Member

Date: September 15, 2003

By: _____
Robert D. Falor
Member
Date: September 15, 2003

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Geoffrey L. Hockman
Member

Date: September 15, 2003

By: _____

Robert D. Falor
Member

Date: September 15, 2003