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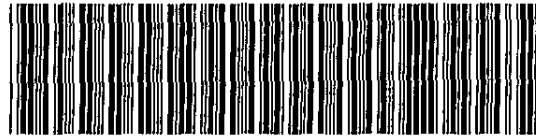
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1. CARLTON Hospitality, LLC L030000 23464
(Corporation Name) (Document #)

2. _____
 (Corporation Name) (Document #)

3. 11157 _____
(Corporation Name) (Document #)

4. 10021 _____
(Corporation Name) (Document #)

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NEW FILINGS		AMENDMENTS	
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DIVISION OF OPERATIONS
TALLAHASSEE, FLORIDA

Call when ready

Examiner's Initials

Date: October 27, 2004

Please go to Division of Corporations at:

409 E. Gaines Street

and deliver check for amended filing fee and
certified copy of Amended and Restated
Articles on Limited Liability Company (Carlton
Hospitality, LLC).

Thank you.

Sharon

FILED
04 OCT 27 PM 4:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
CARLTON HOSPITALITY, LLC**
(Filed in accordance with 608.411, F.S.)

FILED
04 OCT 27 PM 4:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, pursuant to the provisions of Chapter 608 of the Florida Statutes (the "Florida Limited Liability Company Act"), for the purpose of amending and restating the Articles of Organization of Carlton Hospitality, LLC, filed on June 26, 2003, hereby makes these Amended and Restated Articles of Organization, and sets forth the following:

1. **NAME.**

The name of the Limited Liability Company is CARLTON HOSPITALITY, LLC (hereinafter referred to as the "Company").

2. **PERIOD OF DURATION.**

The period of duration of the Company shall be from the date of filing of its Articles of Organization until the dissolution of the Company pursuant to the provisions of these Articles and pursuant to the Operating Agreement entered into by the Members (the "Operating Agreement").

3. **PURPOSE.**

(a) The sole purpose of the Company is to acquire a long-term leasehold interest in, and to hold, maintain, construct and operate a hotel upon that certain real property located in Leon County, Florida (the "Property"), which is more specifically described in that certain Memorandum of Indenture of General Lease dated January 1, 2004, and recorded on May 7, 2004, in Official Records Book 3081, Page 1775, Public Records of Leon County, Florida (the "Property"), together with such other activities as may be necessary or advisable in connection with the ownership of said interest in the Property, and the operation of a hotel thereon.

Notwithstanding anything contained herein to the contrary, the Company shall not engage in any business, and it shall have no purpose, unrelated to the Property and shall not acquire any real property or own assets other than those related to the Property and/or otherwise in furtherance of the purposes of the Company.

(b) The Manager, and any additional or substitute managing member or manager of the Company, if an entity, shall at all times have as its sole purpose to act as the Manager of the Company, and shall be engaged in no other business or have any other purpose. Additionally, any additional or substitute managing member of the Company, if any entity, shall have organizational documents which conform in all material respects to the organizational documents of the Company.

(c) Anything in these Articles or the Operating Agreement to the contrary notwithstanding, the Manager shall have no authority to perform any act in respect of the Company in violation of any (i) applicable laws or regulations or (ii) any agreement between the Company and Hall Tallahassee Hotel Lender, LLC or its successors or assigns (collectively, the "Lender").

(d) Anything in these Articles or the Operating Agreement to the contrary notwithstanding, so long as any indebtedness remains outstanding by the Company to the Lender, the Company shall not:

- (i) make any loans to the Manager or its Affiliates;
- (ii) except as permitted by the Lender in writing, sell, encumber (except with respect to the Lender) or otherwise dispose of all or substantially all of the properties of the Company (a sale or disposition will be deemed to be "all or substantially all of the

properties of the Company” if the sale or disposition includes the Company’s interest in the Property or if the total value of the properties sold or disposed of in such transaction and during the twelve months preceding such transaction is 66-2/3% or more in value of the Company’s total assets as of the end of the most recently completed Company fiscal year);

- (iii) dissolve, wind-up, or liquidate the Company;
- (iv) merge, consolidate or acquire substantially all the assets of another person or entity;
- (v) change the nature of the business conducted by the Company; or
- (vi) except as permitted by the Lender in writing, amend or modify these Articles or the Operating Agreement.

For purposes of these Articles, Affiliate means any person or entity which directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with a Member. For purposes hereof, the terms “control”, “controlled”, or “controlling” shall include, without limitation, (i) the ownership, control or power to vote ten percent (10%) or more of (x) the Members or (y) the Company or beneficial interests of any such person or entity, as the case may be, directly or indirectly, or acting through one or more persons or entities, (ii) the control in any manner over the managing member(s) or the election of more than one director or trustee (or persons exercising similar functions) of such person or entity, or (iii) the power to exercise, direct or indirectly, control over the management or policies of such person or entity.

(e) All funds of the Company shall be deposited in such checking accounts, savings accounts, time deposits, or certificates of deposit in the Company’s name or shall be

invested in the Company's name, in such manner as shall be designated by the Manager from time to time. Company funds shall not be commingled with those of any other person or entity. Company funds shall be used by the Manager only for the business of the Company.

(f) The Company shall hold title to Company assets the Company's name; hold itself out to creditors and the public as a legal entity separate and distinct from any other entity; prepare separate tax returns and financial statements; conduct business in its own name and use separate stationery, invoices and checks; and not assume, guarantee or pay the debts or obligations of any other person.

(g) The Company shall not, without the affirmative vote of 100 percent of the Members, including the vote of an Independent Director, if any, of the Manager, institute proceedings to be adjudicated bankrupt or insolvent; or consent to the institution of bankruptcy or insolvency proceedings against it; or file a petition seeking, or consent to, reorganization or relief under any applicable federal or state law relating to bankruptcy; or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or a substantial part of its property; or make any assignment for the benefit of creditors; or admit in writing its inability to pay its debts generally as they become due; or take any action in furtherance of any such action.

(h) The Company shall have no indebtedness or incur any liabilities other than (i) debts and liabilities for trade payables and accrued expenses incurred in the ordinary course of business of operating the Property and (ii) the loan made or to be made to the Company by the Lender.

(i) The Company shall not terminate solely as a consequence of the bankruptcy, insolvency, appointment of a receiver, liquidator, assignee, trustee or sequestrator

(or other similar official) of a Member of the Company or a substantial part of such Member's property, or assignment for the benefit of its creditors, or an admission in writing of the inability to pay its debts generally as they become due, or any similar action, of one or more of the members, so long as there remains a solvent member of the Company.

(j) Upon the payment and defesance in full of all indebtedness and obligations whatsoever of the Company in favor of the Lender as confirmed by the Lender in writing, then the provisions of Section 3(a) through 3(i) above may be amended or deleted by the vote of the Members holding at least fifty percent (50%) of the total outstanding membership interest in the Company.

4. **ADDRESS OF PLACE OF BUSINESS.**

The mailing address and the street address of the place of business for the Company is 1026 Apalachee Parkway, Tallahassee, Florida 32301. Such address may be changed from time to time as provided in the Operating Agreement.

5. **REGISTERED AGENT.**

The initial registered agent in Florida for the Company is Sudhir Manibhai Patel and the initial registered office is located at 1026 Apalachee Parkway, Florida 32301.

6. **CAPITAL CONTRIBUTIONS.**

Contributions to the capital of the Company shall be made by the Members, from time to time, in the manner prescribed by a written Operating Agreement to be made and entered into by the Members, and which may be amended from time to time in accordance with its terms.

7. **MEMBERS.**

The Company shall have at least one (1) Member, and may admit additional members upon the prior unanimous written agreement of the then existing Members, or as otherwise provided in the Operating Agreement.

8. **CONTINUITY OF BUSINESS.**

(a) Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Company, the business of the Company shall be continued and the Company shall not be dissolved without the prior written consent of all the remaining Members of the Company.

(b) Notwithstanding any other provision of these Amended and Restated Articles of Organization, or any provision contained in the Operating Agreement or any other document, for so long as the Company has outstanding any indebtedness in favor of Hall Tallahassee Hotel Lender, LLC (the "Project Lender"), the unanimous consent of the Members shall be required to do any of the following:

(i) Cause the voluntary dissolution and winding up of the Company;

or

(ii) Cause any voluntary filing under the Federal Bankruptcy Code or any other state or federal insolvency laws.

9. **MANAGEMENT.**

Management of the Company shall be vested in its Members. The Members may elect a Manager in the manner provided for under the Operating Agreement.

10. **INDEMNIFICATION.**

Except as expressly provided otherwise in the Operating Agreement, the Company shall indemnify any Member, Manager, former Member or former Manager to the full extent permitted under the Florida Limited Liability Company Act.

11. **AMENDMENT AND RESTATEMENT/EFFECTIVE DATE.**

These Amended and Restated Articles of Organization have been approved by the unanimous consent of the Members, and are filed in accordance with Section 608.411, Florida Statutes. The effective date of these Amended and Restated Articles of Organization shall be the date they are accepted for filing with the State of Florida, Department of State.

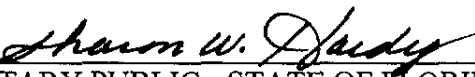
Executed at Tallahassee, Florida, in the 27th day of October, 2004.

CARLTON HOSPITALITY, LLC,
a Florida limited liability company

BY: 
Sudhir Manibhai Patel, Member/Manager

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 27th day of October, 2004, by Sudhir Manibhai Patel, Member/Manager of Carlton Hospitality, LLC, () who is personally known to me or () who has taken an oath.


NOTARY PUBLIC - STATE OF FLORIDA
Sharon W. Hardy
PRINT, TYPE OR STAMP NAME OF
NOTARY PUBLIC



SHARON W. HARDY
MY COMMISSION # DD 193646
EXPIRES: March 16, 2007
Bonded Thru Budget Notary Services