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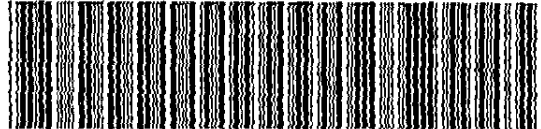
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032  
REFERENCE : 980495 7179256  
AUTHORIZATION  
COST LIMIT \$ 25.00

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TALLAHASSEE, FLORIDA

ORDER DATE : April 12, 2006

ORDER TIME : 10:31 AM

ORDER NO. : 980495-005

CUSTOMER NO: 7179256

DOMESTIC AMENDMENT FILING

NAME: CLERMONT HOSPITALITY, LLC

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT  
RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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XX PLAIN STAMPED COPY  
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Debbie Skipper -- EXT# 2948

EXAMINER'S INITIALS: \_\_\_\_\_

**AMENDMENT TO ARTICLES OF ORGANIZATION  
OF CLERMONT HOSPITALITY, LLC**

1. The Articles of Organization of Clermont Hospitality, LLC ("Limited Liability Company") were filed on January 8, 2004 ("Articles of Organization").

2. The Articles of Organization are hereby amended to add the following provisions (the "SPE Provisions"):

**ARTICLE VII: PURPOSE**

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

- A. To own and operate that certain parcel of real property, together with all improvements located thereon, located at 1810 South Highway 27, Clermont, Florida 34711, and commonly known as Holiday Inn Express (the "Property").
- B. To own, hold, sell, assign, transfer, operate, lease, manage, mortgage, pledge and otherwise deal with the Property.
- C. To exercise all powers enumerated in the Limited Liability Company Act of the State of Florida incidental, necessary or appropriate to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

**ARTICLE VIII: LIMITATIONS ON AUTHORITY**

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern:

- A. The Limited Liability Company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property.
- B. For so long as any mortgage lien exists on the Property, except as may be permitted by the documents evidencing such mortgage lien, the Limited Liability 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; provided however that the Limited Liability Company may incur subordinate debt and equipment financing as permitted in any mortgage lien on the Property.

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- C. The Limited Liability Company shall not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale or transfer of membership interest.
- D. For so long as a mortgage lien exists on the Property, the Limited Liability Company will not without the unanimous consent of all of the members of the Limited Liability Company:
  - i. file or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding;
  - ii. 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;
  - iii. seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for itself or any other entity;
  - iv. 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
  - v. 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.

#### **ARTICLE IX: SUBORDINATION OF INDEMNITIES**

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

#### **ARTICLE X: SEPARATENESS/OPERATIONS MATTERS**

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability 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 Limited Liability Company shall conduct its affairs in accordance with the following provisions:

- A. It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its affiliates and shall allocate fairly and reasonably any overhead for shared office space.
- B. It shall maintain separate records, books and accounts from those of any affiliate or any other person.
- C. It shall not commingle funds or assets with those of any affiliate or any other person.
- D. It shall conduct its business and hold its assets in its own name.
- E. It shall maintain financial statements, accounting statements and prepare tax returns separate from any affiliate or any other person.
- F. 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.
- G. It shall maintain adequate capital in light of its contemplated business operations.
- H. It shall maintain an arm's length relationship with any affiliate.
- I. 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.
- J. It shall not have any of its obligations guaranteed by any member, general partner or affiliate, except the guarantor of the mortgage loan.
- K. 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.
- L. It shall not acquire obligations or securities of its partners, members or shareholders or any affiliate.
- M. It shall use stationery, invoices and checks separate from any affiliate or any other person.
- N. 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.
- O. It shall not identify its members or any affiliates as a division or part of it.
- P. It shall correct any known misunderstanding regarding its separate identity.

- Q. 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.
- R. It shall not share a common logo with any affiliate or any other person.
- S. 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.
- T. It shall maintain its books, records, resolutions and agreements as official records.
- U. It shall hold regular meetings, as appropriate, to conduct its business and observe all Limited Liability Company level formalities and record keeping.
- V. The Company shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate limited liability company actions, and in authorizing such actions, shall observe all limited liability company formalities.

For purposes of this Article X, the following terms shall have the following meanings:

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

#### **ARTICLE XI: DISSOLUTION**

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability 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 Limited Liability Company. If such vote is not

obtained, for so long as a mortgage lien exists on the Property the Limited Liability 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.

#### **ARTICLE XII: VOTING**

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


3. The address of the registered office of the Company set out in Article III of the Articles of Organization is changed from 808 S. Denning Drive, Winter Park, Florida 32789 to: 2105 Park Avenue North, Winter Park, Florida 32789.

4. The SPE Provisions shall supercede and control over any conflict with any other provisions of the Articles of Organization. This Amendment to the Articles of Organization has been executed by all of the Members of the Limited Liability Company, as set forth herein.

5. The undersigned, being all of the Members of the Limited Liability Company, hereby agree to so amend the Articles of Organization, as set forth herein.

6. This Amendment shall be effective upon filing with the Secretary of State.

  
Ishwar Naran

  
Robert Wade

**CLERMONT HOSPITALITY, LLC**

**ACKNOWLEDGMENT BY REGISTERED AGENT  
OF CHANGE OF REGISTERED AGENT'S ADDRESS**

The undersigned, being the registered agent of Clermont Hospitality, LLC, acknowledges that the address of the registered office is hereby changed from 808 S. Denning Drive, Winter Park, Florida 32789 to: 2105 Park Avenue North, Winter Park, Florida 32789. Clermont Hospitality, LLC has been notified of this change.

DATED this 11<sup>th</sup> day of April, 2006.

  
Alton L. Lightsey