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DIVISION OF CORPORATIONS

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CT CORPORATION

May 21, 2003

Secretary of State, Florida
409 East Gaines Street
Tallahassee FL 32399

Re: Order #: 5856048 SO
Customer Reference 1:
Customer Reference 2:

Dear Secretary of State, Florida:

Please file the attached:

RT-BL, Associates, L.C. (FL)
Amendment
Florida

RT-BL Associates, L.C. (FL)
Obtain Document - Misc - Certified copy of Articles of Amendment
Florida

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to my attention.

If for any reason the enclosed cannot be filed upon receipt, please contact me immediately at (850) 222-1092. Thank you very much for your help.

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

CT CORPORATION

Sincerely,

Brigham Weir
Fulfillment Specialist
Brigham_Weir@cch-lis.com

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

A CCH LEGAL INFORMATION SERVICES COMPANY

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

RT-BL ASSOCIATES, L.C.

FIRST: The date of filing the articles of organization was May 21, 1998.

SECOND: The following amendments to the articles of organization were adopted by the limited liability company:

The following articles are added to the articles of organization:

"ARTICLE IX - SINGLE PURPOSE ENTITY PROVISIONS

A. The business of the limited liability company (the "Company") shall be limited to owning, operating and managing the property known as the Homewood Suites, located at 5500 Blue Lagoon Drive, Miami, Florida (the "Property"), entering into and performing its obligations with respect to any mortgage loan secured by, among other things, a first mortgage lien on the Property (the "Mortgage Loan") and engaging in any and all activities permitted under the laws of the State of Florida which are necessary or incidental thereto. The Company shall not engage in any activities or exercise any powers beyond those permitted in this Article, regardless of whether permitted to do so under the laws of the State of Florida.

B. Notwithstanding any other provision of the Operating Agreement of the Company, together with any amendment or modification thereto (the "Operating Agreement") or any provision of any law that otherwise so empowers the Company, and for so long as any obligations of the Company under the Mortgage Loan and the documents evidencing or securing the Mortgage Loan (the "Loan Documents") remain outstanding and not satisfied in full, the Company shall not do any of the following (unless expressly permitted to do so under the Loan Documents):

(a) engage in any business or activity other than as permitted by Section A. of this Article IX;

(b) merge or consolidate with or into any other entity, or sell, lease or otherwise transfer all or substantially all of its assets to another entity;

(c) dissolve or liquidate, in whole or in part;

(d) institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting 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 the Company's property, or make any general assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take any Company action in furtherance of any such action;

(e) modify, amend or repeal the Operating Agreement or the Articles of Organization of the Company; and

(f) engage in any transaction between the Company and any of its affiliates that is not on an arm's-length, third-party basis.

C. Notwithstanding any other provision of the Operating Agreement, for so long as the Mortgage Loan remains outstanding and not satisfied in full, the Company shall:

(a) maintain separate books and records and bank accounts separate from those of any other person or entity;

(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 of its members and observe all appropriate Company formalities;

(d) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;

(e) prepare tax returns and financial statements separate from that of any other person or entity;

(f) allocate and charge fairly and reasonably any common employee or overhead costs shared with affiliates;

(g) transact all business with affiliates on an arm's-length third-party basis (unless expressly permitted to do otherwise under the Loan Documents);

(h) conduct business in its own name, and use separate stationery, invoices and checks;

(i) not commingle its assets with those of any other person or entity;

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(j) not hold its credit as being available to satisfy the obligations of any other person or entity;

(k) not make any loans or advances to any person or entity or buy or hold evidence of indebtedness issued by any person or entity (other than cash and investment-grade securities);

(l) not assume, guarantee or pay the debts or obligations of any other person or entity, other than as expressly required by or permitted under the Loan Documents;

(m) not incur any indebtedness other than customary trade accounts payable in the ordinary course of business;

(n) pay all of its liabilities and expenses out of its own funds;

(o) pay the salaries of its employees from its own funds and maintain a sufficient number of employees in light of its contemplated business operations;

(p) not pledge its assets for the benefit for any other person or entity;

(q) correct any known misunderstanding regarding its identity as separate from that of any other person or entity;

(r) maintain adequate capital in light of its contemplated business operations; and

(s) not fail to defend, oppose, contest or object to the institution of bankruptcy or insolvency proceedings against the Company.

IN WITNESS WHEREOF, the undersigned, a member of the limited liability company, has made and subscribed to these Articles of Amendment to the Articles of Organization this 19th day of May, 2003.

DESERT HOTEL CORP.

By: Vicki G. Cheikes
Vicki G. Cheikes, Vice President

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INDEXED
MAY 21 2003
DESERT HOTEL CORP.