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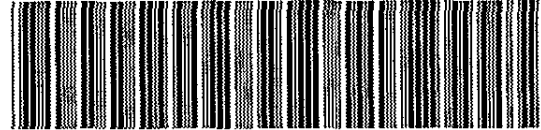
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Sebastian Hotel Investment, Inc.

DOCUMENT NUMBER: P0300011547

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Gary Ian Nesbitt, Esq.

(Name of Contact Person)

Fromberg, Perlow & Kornik, P.A.

(Firm/ Company)

18901 NE 29th Avenue, Suite 100

(Address)

Aventura, Florida 33180

(City/ State and Zip Code)

For further information concerning this matter, please call:

Gary Ian Nesbitt, Esq.

(Name of Contact Person)

at (305) 933-2000 EXT 134.

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☒ \$43.75 Filing Fee &
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(Additional copy is
enclosed)

☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed)

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
SEBASTIAN HOTEL INVESTMENT, INC.

FILED
06 DEC 18 PM 12:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Document #P0300011547

Pursuant to the provisions of Section 607.1006, Florida Statutes, this Florida profit corporation adopts the following amendments to its Articles of Incorporation (the "Articles"):

1. Article III of the Articles of Incorporation is hereby modified and amended to provide that notwithstanding any provision contained in the Articles, the Bylaws or the Shareholders Agreement to the contrary, the nature of the business and of the purposes to be conducted and promoted by the Corporation, is to engage solely in the following activities:

a. To acquire certain parcels of real property, together with all improvements located thereon, in the City of Sebastian, State of Florida, commonly known as Best Western - Sebastian (the "Property").

b. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property.

c. To exercise all powers enumerated in the General Corporation Law of the State of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

2. Certain prohibited activities. Notwithstanding any provision contained in the Articles, the Bylaws or the Shareholders Agreement to the contrary, the Corporation 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 Corporation shall not incur, assume or guaranty any other indebtedness. The Corporation shall not consolidate or merge with or into any other entity or convey or transfer its properties and assets of substantially as an entirety to any entity unless (i) the entity (if other than the Corporation) formed or surviving such consolidation or merger or that acquired by conveyance or transferred the properties and assets of the Corporation substantially as an entirety; (a) shall be organized and existing under the laws of the State of the United States of America or any state or the District of Columbia, (b) shall include in its organizational documents the same limitation set forth in this Article III, and in Section 6 hereof, and; (c) shall expressly assume the due and punctual performance of the Corporation's obligations; and (ii) immediately after giving effect to such transaction, or event of default under any agreement to which it is a party shall have been committed by this Corporation and be continuing. For so long as a mortgage lien exists on the Property, the Corporation will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code, or any similar Federal or State Statute without the

unanimous consent of the Board of Directors. For so long as a mortgage lien exists on the Property, no material amendment to the Certificate of Incorporation or to the Corporation's Bylaws may be made without first obtaining approval of the mortgagees holding first mortgages on the Property.

3. Indemnification

Notwithstanding any provision contained in the Articles, the Bylaws or the Shareholders Agreement to the contrary, any indemnification shall be fully subordinated to any obligations with respect to the Property and shall not constitute a claim against the corporation in the event that cash flow is insufficient to pay such obligations.

4. Separateness Covenants

Notwithstanding any provision contained in the Articles, the Bylaws or the Shareholders Agreement to the contrary, for so long as any mortgage lien exists on the Property, in order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth in this certificate of incorporation, the corporation shall conduct its affairs in accordance with the following provisions:

a. It does not own and will not own any encumbered asset other than (i) the Property, and (ii) incidental personal property necessary for the operation of the Property;

b. It is not engaged and will not engage in any business other than the ownership, management and operation of the Property;

c. It will not enter into any contract or agreement with any member, manager, general partner, principal or any affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's length basis with third parties other than an affiliate;

d. It has not incurred and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the Obligations, (ii) the Debt pursuant to the Loan Documents and (iii) unsecured trade and operational debt incurred in the ordinary course of business not outstanding for more than sixty (60) days with trade creditors and in amounts as are normal and reasonable under the circumstances; no debt whatsoever may be secured (senior, subordinate or pari passu) by the Property except the Obligations;

e. It has not made and will not make any loans or advances to any third party (including any member, manager, general partner, principal or any guarantor);

f. It is and will be solvent and pay its debts from its assets as the same shall become due;

g. It has done or caused to be done and will do all things necessary to preserve its existence and observe corporate formalities, and will not, nor will any shareholder or member

thereof, amend, modify or otherwise change its certificate, articles of incorporation, by-laws, articles of organization, or regulations in a manner which adversely affects existence as a Single Purpose Entity;

h. It will conduct and operate its business as presently conducted and operated;

i. It will maintain books and records and bank accounts separate from those of its affiliates, including its shareholders, principals and members;

j. It will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate, any constituent party, any guarantor or any affiliate of any constituent party or guarantor), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its affiliates as a division or part of the other and shall maintain and utilize a separate telephone number and separate stationery, invoices and checks from any other entity;

k. It will file its own tax returns;

l. It will 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;

m. It will not, nor will any manager, shareholder, principal or affiliate, seek its dissolution or winding up, in whole or in part;

n. It will not enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;

o. It will not commingle its funds and other assets with those of any shareholder, manager, principal or affiliate or any other person;

p. It has and will maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person;

q. It has, at all times since its formation, observed all legal and customary formalities regarding its formation and will continue to observe all legal and customary formalities;

r. It does not and will not hold itself out to be responsible for the debts or obligations of any other person;

s. Upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against it, it shall not seek a supplemental stay or otherwise pursuant to 11 U.S.C.

105 or any other provision of the Act, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of mortgage lender to enforce any rights of mortgage lender against any guarantor or indemnitor of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise; and

t. has not caused and shall not cause its board of directors to take any action which requires the unanimous affirmative vote of one hundred percent (100%) of the members of the board of directors unless at the time of such action there shall be at least one director who is an Independent Director.

As used herein, "Independent Director" means a duly appointed member of the board of directors who has not been at any time during the five (5) years preceding his or her initial appointment, and shall not be at any time while serving as Independent Director of any of the following: (a) a stockholder, director (other than in his or her capacity as an Independent Director, officer, employee, partner, or member of any special purpose corporation ("SPC Entity"), any partner, shareholder or member of any SPC Entity, or any Affiliate of any of the foregoing; (b) a stockholder, director, officer, employee, partner, or member of any customer of, supplier or service provider (including professionals) to, or other person who derives more than 10% of its purchases, revenues, compensation, or other financial remuneration from its activities with any SPC Entity, any partner, shareholder or member of any SPC Entity, any Affiliate of any of the foregoing, or any person or entity who otherwise is financially dependent upon an officer, director, or employee of any SPC Entity, any partner or member of any SPC Entity, or any family member (by blood or marriage) of any such officer, director, or employee, or a business entity owned or controlled by any of the foregoing; (c) a person or other entity controlling or under common control with any such stockholder, director, officer, employee, partner, member, customer, supplier or other person; or (d) a member of the immediate family of any individual described in (a), (b), or (c) above. Notwithstanding anything to the contrary contained herein, the Independent Director of the SPC Entity shall be permitted to serve as an Independent Director of other Single Purpose Entities which are now, or may in the future be, established by any Affiliate. As used herein, "the Independent Directors" shall include, without limitation, the independent directors or managers of SPC Entity or any Single Purpose Entity that succeeds to the interest of such entity. As used in this subsection, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by contract or otherwise.

As used herein, the term "Affiliate" means:

a. any person or entity directly or indirectly owning, controlling or holding with power to vote ten percent (10%) or more of the outstanding voting securities or interests of such other person or entity;

b. any person or entity ten percent (10%) or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by such other person or entity;

c. any person or entity directly or indirectly controlling, controlled by or under common control with such other person or entity;

d. any officer, director or partner of such other person or entity;

e. if such other person or entity is an officer, director or partner, any company for which such person or entity acts in any such capacity; and

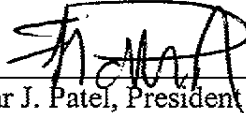
f. any close relative or spouse of the specified person.

5. The date of each amendment(s) adoption: December 1, 2006.

6. Adoption of Amendment(s). The amendment(s) were approved by unanimous vote of the shareholders. The number of votes cast for the amendment(s) by the shareholders were sufficient for approval.

[SIGNATURE APPEARS ON NEXT PAGE]

Submitted by Sanjaykumar J. Patel on this 14 day of December, 2006, as President of and on behalf of the Corporation.

A handwritten signature in black ink, appearing to read 'Sanjaykumar J. Patel', is written over a horizontal line.

Sanjaykumar J. Patel, President

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UNANIMOUS WRITTEN CONSENT AND RESOLUTION
OF THE SHAREHOLDERS OF
SEBASTIAN HOTEL INVESTMENT, INC., A FLORIDA CORPORATION

The undersigned, being all of the shareholders of SEBASTIAN HOTEL INVESTMENT, INC., a Florida corporation (the "Company"), do hereby consent that when all of the undersigned have signed this consent, or an exact counterpart hereof, each of which counterparts when taken together shall constitute one consent, the resolutions set forth below shall be deemed to have been adopted at a formal meeting of the shareholders of the Company, duly called and held for the purpose of acting upon proposals to adopt such resolutions. Each of the undersigned does hereby waive all formal requirements, including the necessity of holding a formal meeting, and any requirement that notice of such meeting be given. The following resolutions are in conformity with the Company's articles of incorporation and bylaws. The following resolutions are hereby adopted:

BE IT RESOLVED that it is in the best interest of the Company to accept from Column Financial, Inc., a Delaware corporation (the "Lender") a mortgage loan of \$4,000,000 as outlined in a commitment letter therefor, and in connection therewith to deliver to the Lender a Loan Agreement, a Promissory Note in the principal amount of \$4,000,000, a Mortgage and Security Agreement and any other documents required by Lender (the "Loan Documents")

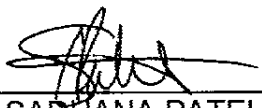
FURTHER, BE IT RESOLVED that the Company is authorized to execute and deliver to the Lender all documents necessary and appropriate or required by the Lender in connection with the loan referred to above, all of which shall be in form and substance acceptable to Sanjaykumar Patel as President of the Company, and the execution thereof by Sanjaykumar Patel shall be conclusive evidence of such acceptability;

FURTHER, BE IT RESOLVED that Sanjaykumar Patel, as the President of the Company is authorized to execute and deliver to the Lender the aforementioned documents and take any and all other actions and do any and all other things necessary or incidental to effect the consummation of the transactions described above.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Consent as of
December __, 2006.

By: 
SANJAYKUMAR PATEL,
President and Shareholder

By: 
SADHANA PATEL,
Secretary and Shareholder

By: 
SUNIL PATEL, Shareholder

By: 
USHA PATEL, Shareholder

By: 
RAVINDRA PATEL, Shareholder

By: 
MINA PATEL, Shareholder

State of Florida

Department of State

I certify from the records of this office that SEBASTIAN HOTEL INVESTMENT, INC. is a corporation organized under the laws of the State of Florida, filed on January 30, 2003.

The document number of this corporation is P03000011547.

I further certify that said corporation has paid all fees due this office through December 31, 2006, that its most recent annual report was filed on April 21, 2006, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Fourteenth day of December, 2006*

Sue M. Cobb

Secretary of State



Authentication ID: 600082551706-121406-P03000011547

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300 East 42nd Street, 4th Floor
New York, NY 10017

WIRE INSTRUCTIONS

Institution: Citibank, N.A.
Harrison Financial Center
220 Westchester Avenue
White Plains, NY 10604

Contact at Citibank: Mary Gilbert (914) 761-8220
Joseph D. Curran (914) 899-7704

Account Name: Stewart Title Insurance Company

ABA Routing Number: 021000089

Account to Credit: 70848330

Escrow No: 260009443

Contact at Stewart: Nitrisha Brathwaite (212) 922-0509, Ext. 104