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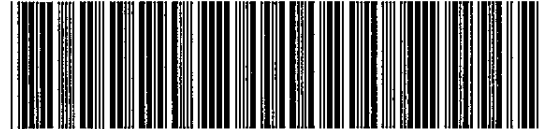
(Business Entity Name)

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Restated
Articles

07/18/05--01004--014 **35.00

RECEIVED
DIVISION OF CORPORATIONS

05 JUL 18 AM 11:42

05 JUL 18 PM 12:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

CT CORPORATION

July 18, 2005

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

Re: Order #: 6410620 SO
Customer Reference 1: Ocean Properties
Customer Reference 2:

Dear Department of State, Florida:

Please file the attached:

Moncan Corporation (FL)
Misc - Domestic Corporate Filing - Restated Articles of Incorporation
Florida

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

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

Sincerely,

Connie R Bryan
Manager Fulfill Ctr
Connie_Bryan@cch-lis.com

1203 Governors Square Boulevard
Tallahassee, FL 32301-2960
Tel. 850 222 1092
Fax 850 222 7615

**RESTATED ARTICLES OF INCORPORATION
OF
MONCAN CORPORATION**

FILED
05 JUL 18 PM 12:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1007, Florida Statutes, the undersigned corporation hereby restates its Articles of Incorporation, filed in the Department of State of the State of Florida on March 15, 1995, to read as follows:

**ARTICLE I
NAME**

The name of this corporation is " **MONCAN CORPORATION**", a Florida corporation, hereinafter referred to as the "Corporation".

The principal place of business of the Corporation is 1001 East Atlantic Avenue, Suite 202, Delray Beach, Florida 33483.

**ARTICLE II
NATURE OF BUSINESS**

The nature of the business to be conducted and promoted by the Corporation is to engage solely in the following activities:

1. To own and hold shares representing limited partnership interests in SOCIÉTÉ COMMANDITE 9016-7610 QUÉBEC, a limited partnership duly formed under the laws of the Province of Quebec (collectively, the "Limited Partnership Shares").

2. To exercise all powers enumerated in the Florida Business Corporation Act necessary or convenient to the ownership or holding of the Limited Partnership Shares or necessary or convenient to the business or purposes of the Corporation as otherwise set forth herein.

**ARTICLE III
POWERS**

The Corporation shall have the following powers:

1. All of the common law and statutory powers of a corporation under the laws of the State of Florida.

2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties of the Corporation, including, but not limited to, the following:

A. To own and hold the Limited Partnership Shares.

B. To borrow money for the purposes of carrying out the powers and duties of the Corporation.

C. To obtain insurance to protect the Corporation against loss, and to pay such taxes as are the responsibility of the Corporation.

ARTICLE IV **CAPITAL STOCK**

The maximum number of shares of stock that the Corporation is authorized to have outstanding at any one time is one thousand (1,000) shares of common stock having \$1.00 par value per share.

ARTICLE V **ADDRESS**

The street address of the registered office of the Corporation is 1200 S. Pine Island Road, Plantation, Florida 33324 and the name of the registered agent of the Corporation at that address is CT CORPORATION SYSTEM.

ARTICLE VI **BOARD OF DIRECTORS**

1. Number. The affairs of the Corporation will be managed by the Board of Directors of the Corporation (the "Board"). The number of directors on the Board (the "Directors") shall be determined pursuant to the By-Laws and in any event shall always be an odd number. In the absence of a determination of a different number of Directors, the Board shall consist of three (3) Directors.

2. Election or Appointment. All Directors elected or appointed shall be elected or appointed in the manner provided by the By-Laws of the Corporation.

ARTICLE VII **SPECIAL LIMITATIONS**

Any indemnification of the Corporation's directors and officers shall be fully subordinated to any obligations of the Corporation to any third party [including, without limitation, any loan to the Corporation by the holder of a valid first ranking hypothec which encumbers the Montréal Marriott Château Champlain (the "Property"), or the successors and/or assigns of such holder (the "Lender")] and such indemnification shall not constitute a claim against the Corporation in the event that cash flow in excess of amounts necessary to pay holders of such obligations is sufficient to pay such obligations.

For so long as the loan from the Lender to the Corporation (the "Loan") is outstanding, 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:

1. The purpose of the Corporation shall be limited to owning and holding of the Limited Partnership Shares, entering into the loan agreement and other loan documents with the holder of the Loan and engaging in incidental activities in connection with the foregoing, and the Corporation shall not engage in any other business or activity.

2. The ability of the Corporation to incur indebtedness other than the Loan shall be limited to liabilities incurred in the ordinary course of business which are related to the owning and holding of the Limited Partnership Shares and not outstanding for more than sixty (60) days.

3. The Corporation shall be prohibited from engaging in any dissolution, liquidation, consolidation, merger, or sale of assets, for so long as the Loan is outstanding.

4. The Corporation shall not enter into transactions with affiliates unless all such transactions are on an arm's-length basis and on commercially reasonable terms.

5. It shall establish and maintain an office through which its business shall be conducted separate and apart from those of any affiliate and shall allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate.

6. It shall maintain corporate records and books of account separate from any other person or entity; provided, however, that the Corporation shall not be precluded or prohibited from filing a tax return which is consolidated with its parent.

7. It shall maintain its depository accounts separate from those of any other person or entity; provided, however, that the Corporation may participate in a master bank account program whereby the funds of the Corporation are swept into a master account so long as the Corporation causes the depository bank to maintain separately-identifiable accounting records for the funds deposited into the master bank account by the Corporation and, provided, further, that nothing in this Section 7 shall relieve the Corporation from its obligation to maintain corporate records and books of account under and pursuant to the requirements of the immediately preceding Section 6.

8. The Board shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate actions.

9. It shall observe all corporate formalities.

10. It shall not commingle assets with those of any other person or entity and it shall hold all of its assets in its own name.
11. It shall conduct its own business in its own name.
12. It shall maintain separate financial statements showing its assets and liabilities separate and apart from those of any other person or entity.
13. It shall pay any liabilities and expenses out of its own funds, not funds of its parent or any affiliate, and shall maintain adequate capital.
14. It shall maintain an arm's length relationship with its affiliates and shall enter into transactions with affiliates only on a commercially reasonable basis.
15. It shall not make loans to any other person or entity or, other than cash and investment-grade securities, buy or hold evidence of indebtedness issued by any other person or entity.
16. Except in connection with the Loan, it shall not guarantee or become obligated for the debts of any other person or entity, including its any affiliate, or hold out its credit as being available to satisfy the obligations of any other person or entity.
17. It shall use separate stationary, invoices and checks bearing its own name.
18. It shall not pledge its assets for the benefit of any other person or entity.
19. It shall hold itself out as a separate entity and shall correct any known misunderstanding regarding its separate identity.
20. It shall not identify itself as a division of any other person or entity.
21. It shall not acquire the obligations or securities of its affiliates or its shareholders.
22. It shall maintain adequate capital.
23. It shall not amend the provisions specified in Article VII and/or Article IX of these Restated Articles of Incorporation without the consent of the Lender, or, if the Loan is securitized, it shall amend said provisions only if the Corporation first receives (i) confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating and (ii) approval of such amendment by the Lender or its assigns.

24. There shall be no transfer of any direct or indirect ownership interest in the Corporation such that the transferee owns, in the aggregate with the ownership interests of its affiliates and family members in the Corporation, more than a 49% interest in the Corporation, unless such transfer is conditioned upon the delivery of an acceptable non-consolidation opinion to the holder of the Loan and to any applicable rating agency concerning, as applicable, the Corporation, the new transferee and/or their respective owners.

25. The unanimous consent of the entire Board is required for the Corporation to:

a. 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;

b. Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Corporation or any substantial portion of its properties;

c. Make any assignment for the benefit of the Corporation's creditors; or

d. Take any action in furtherance of any of the foregoing.

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

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

"control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, 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.

"parent" means any other corporation owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the Corporation.

"person or entity" 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 VIII

INDEMNIFICATION

1. Indemnification. Every director and officer of the Corporation shall be indemnified by the Corporation to the fullest extent permitted or authorized by current or future legislation or judicial or administrative decisions (but, in the case of any such future legislation or decisions, only to the extent that it permits the Corporation to provide broader indemnification rights than permitted prior to such legislation or decisions) against all expenses and liabilities, including attorneys' fees, reasonably incurred by, or imposed upon him in connection with any threatened, pending or completed civil, criminal, administrative or investigative proceeding (the "Proceeding") to which he may be a party, or in which he may become involved as a witness, by reason of his being or having been a director or officer of the Corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases where the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to, and not exclusive of, any other right of indemnification to which a director or officer may be entitled. The Corporation is specifically authorized to purchase insurance for such indemnification. Each director or officer of the Corporation to whom indemnification rights under this Article VIII have been granted shall be referred to as an "Indemnified Person".

Notwithstanding the foregoing, the Corporation shall indemnify an Indemnified Person in connection with a Proceeding (or part thereof) initiated by such Indemnified Person only if authorization for such Proceeding (or part thereof) was not denied by the Board prior to sixty (60) days after receipt of notice thereof from such person.

2. Advance of Costs, Charges and Expenses. Costs, charges and expenses (including attorneys' fees) incurred by an Indemnified Person in defending a Proceeding shall be paid by the Corporation to the fullest extent permitted or authorized by current or future legislation or current or future judicial or administrative decisions (but, in the case of any such future legislation or decisions only to the extent that it permits the Corporation to provide broader rights to advance costs, charges and expenses than permitted prior to such legislation or decisions) in advance of the final disposition of such Proceeding, upon receipt of an undertaking by or on behalf of the Indemnified Person to repay all amounts so advanced in the event that it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article and upon such other terms and conditions as the Board may deem appropriate. The Corporation may, upon approval of the Indemnified Person, authorize the Corporation's counsel to represent such person in any Proceeding, whether or not the Corporation is a party to such Proceeding. Such authorization may be made by the Board, including directors who are parties to such Proceeding.

3. Procedure For Indemnification. Any indemnification or advance under this Article shall be made promptly and in any event within sixty (60) days, upon the written request of the Indemnified Person. The right to indemnification or advances as granted by this Article shall be enforceable by the Indemnified Person in any court of competent jurisdiction, if the Corporation denies such request under this Article, in whole or in part, or if no disposition thereof is made within sixty (60) days. Such Indemnified Person's costs and expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any subsection shall also be indemnified by the Corporation. It shall be a defense to any such action that the claimant has not met the standard of conduct, if any, required by current or future legislation or by current or future judicial or administrative decisions for indemnification (but, in the case of any such future legislation or decisions, only to the extent that it does not impose a more stringent standard of conduct than permitted prior to such legislation or decisions), but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including the Board or any committee thereof or its independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct, if any, nor the fact that there has been an actual determination by the Corporation (including the Board or any committee thereof or its independent legal counsel) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

4. Survival of Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any agreement, vote of disinterested directors or recommendation of counsel or otherwise, both as to actions in such person's official capacity and as to actions in another capacity while holding such office, and shall continue as to an Indemnified Person who has ceased to be a director and/or officer and shall inure to the benefit of the heirs, executors and administrators of such a person. All rights to indemnification under this Article shall be deemed to be a contract between the Corporation and each Indemnified Person who serves or served in such capacity at any time while this Article is in effect. Any repeal or modification of this Article or any repeal or modification of relevant provisions of the Florida Business Corporation Act or any other applicable laws shall not in any way diminish any rights to indemnification of such Indemnified Person, or the obligations of the Corporation arising hereunder, for claims relating to matters occurring prior to such repeal or modification.

5. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise (including serving as a fiduciary of an employee benefit plan), against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article VIII or of the applicable provisions of the Florida Business Corporation Act.

6. Savings Clause. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each Indemnified Person as to costs, charges and expenses (including attorneys' fees, judgments, fines and amounts paid in settlement with respect to any Proceeding, including an action by or in the right of the Corporation, to the full extent permitted by any applicable portion of this Article that shall not have been invalidated and as permitted by applicable law.

ARTICLE IX **AMENDMENTS TO ARTICLES**

Subject to the provisions of Article VII, amendments to these Articles shall be proposed and adopted in the following manner:

1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. Adoption. A resolution for the adoption of a proposed amendment to the Articles may be proposed by either the Board or by any stockholder of the Corporation having not less than ten percent (10%) of all of the votes which may be cast by all of the stockholders of the Corporation. Directors and stockholders not present in person or by proxy at a meeting considering an amendment may express their approval or disapproval in writing, provided the approval is delivered to the Secretary of the Corporation within ten (10) days after the meeting at which the amendment is considered. Approval of an amendment to the Articles must be by either:

A. Not less than a majority of the entire Board, and not less than seventy-five (75%) percent of all of the votes which may be cast by all of the stockholders; or

B. The unanimous consent of the entire Board.

The Corporation is prohibited from amending the provisions specified in Article VII and in this Article IX without the consent of the Lender, or, after the securitization of the Loan, only if the Corporation receives (i) confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating and (ii) approval of such amendment by the Lender or its assigns.

ARTICLE X **TERM**

This Corporation shall have perpetual existence.

ARTICLE XI
SPECIAL PROVISIONS

A. **Definitions.** For the purposes of this Article XI, the following terms shall have the respective meanings specified therefor:

“**Contractual Obligation**”: as to any Person, any provision of any security issued by such Person or of any agreement, instrument or undertaking to which such Person is a party or by which it or any of its property is bound, or any provision of the foregoing

“**Lien**”: any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), or preference, priority or other pledge agreement or preferential agreement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction in respect of any of the foregoing).

“**Loan Documents**”: all documents entered into in connection with the Loan.

“**Permitted Encumbrances**”: shall have the meaning ascribed to such term in the Loan Documents.

“**Person**”: an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

“**Transfer**”: to sell, assign, convey, transfer, pledge or otherwise dispose of, or where used as a noun, a sale, assignment, conveyance, transfer, pledge or other disposition.

“**Uniform Commercial Code**”: the Uniform Commercial Code as in effect in the State of Florida or comparable law of any jurisdiction as in effect from time to time.

B. **Internal Affairs.**

The Corporation shall not, without the prior written consent of its shareholders, consent or approve any of the actions set forth as follows:

(a) any (i) prepayment in full of the Loan, (ii) refinance of the Loan, or (iii) any action in connection with or in furtherance of the foregoing;

(b) putting any additional Liens (other than Permitted Encumbrances (as defined in the Loan Documents) on the Property;

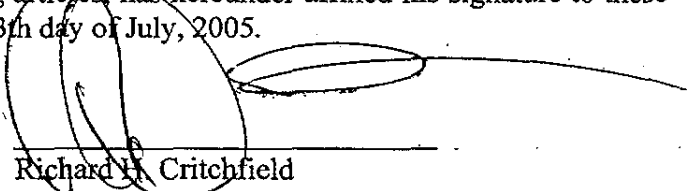
(c) any material modification, amendment, consolidation, spread, restatement or waiver of any provision of the Loan Documents;

(d) the terms of any material Contractual Obligation of the Corporation.

C. Liquidation Event.

In the event of (i) a sale or other transfer of the Property, including a foreclosure sale, (ii) any casualty to the Property or any portion thereof constituting a total loss, (iii) any condemnation of the Property or any material portion thereof or (iv) any refinancing of the Property or the Loan (each, a "Liquidation Event"), the Corporation shall, on the date it receives the amounts, distribute in connection with such Liquidation Event amounts received in connection with such Liquidation Event to the payment of all amounts due to the Lender under the Loan.

WHEREFORE, the undersigned person, after having obtained the prior written approval of the stockholders of the Corporation at a meeting of the stockholders held on July 12, 2005, on which date the stockholders adopted the foregoing articles, has hereunder affixed his signature to these Restated Articles of Incorporation on this 13th day of July, 2005.


Richard H. Critchfield
Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida and in the County of Palm Beach to take acknowledgements, personally appeared Richard H. Critchfield, who executed the foregoing Restated Articles of Incorporation of Moncan Corporation, a Florida corporation, and he acknowledged to and before me that he did so voluntarily and for the purposes set forth herein, and he is personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this ____ day of July, 2005.

Notary Public, State of Florida

Name: _____

Commission No.: _____

My Commission Expires: _____

ACCEPTANCE OF REGISTERED AGENT DESIGNATED
IN RESTATED ARTICLES OF INCORPORATION

CT CORPORATION SYSTEM, having a business office identical with the registered office of the corporation named above, and having been designated as the Registered Agent in the above and foregoing Restated Articles of Incorporation of Moncan Corporation, is familiar with and accepts the obligations of the position of Registered Agent under Section 607.0505, Florida Statutes.

CT CORPORATION SYSTEM

By: Connie Bryan
CONNIE BRYAN
SPECIAL ASSISTANT SECRETARY