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**CANADA AVENUE HOTELS, INC.**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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August 6, 2007

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

CANADA AVENUE HOTELS, INC.  
3700 N.E. 28TH AVENUE  
LIGHTHOUSE POINT, FL 33064

SUBJECT: CANADA AVENUE HOTELS, INC.  
REF: P99000096696

RECEIVED  
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DIVISION OF CORPORATIONS

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

We have received your document. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The date of adoption of each amendment must be included in the document.

The amendment must be adopted in one of the following manners:

(1) If an amendment was approved by the shareholders, one of the following statements must be contained in the document.

(a) A statement that the number of votes cast for the amendment by the shareholders was sufficient for approval, -or-

(b) If more than one voting group was entitled to vote on the amendment, a statement designating each voting group entitled to vote separately on the amendment and a statement that the number of votes cast for the amendment by the shareholders in each voting group was sufficient for approval by that voting group.

(2) If an amendment was adopted by the incorporators or board of directors without shareholder action.

(a) A statement that the amendment was adopted by either the incorporators or board of directors and that shareholder action was not required.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6906.

Darlene Connell

FAX And. #: H07000198157  
P.O. BOX 6327 - Tallahassee, Florida 32314

**AMENDMENT TO AMENDED ARTICLES OF INCORPORATION  
CANADA AVENUE HOTELS, INC.**

Canada Avenue Hotels, Inc., a Florida corporation, having its principal office in 3700 NE 28<sup>th</sup> Avenue, Lighthouse Point, Florida (which is hereinafter called the "Corporation"), hereby certifies to the State of Florida Department of State that:

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TALLAHASSEE, FLORIDA

**FIRST:** The name of the Corporation is Canada Avenue Road Hotels, Inc.; and

**SECOND:** The Articles of Incorporation of the Corporation are hereby amended as follows:

1. The first paragraph of Article Three is deleted and replaced with the following:

"Canada Avenue Hotels, Inc. (the "Corporation") is authorized solely to act as the general partner of Canada Avenue Hotel Associates, Limited Partnership (the "Partnership") which Partnership is authorized to solely own, operate and manage the Fairfield Inn by Marriott Hotel (the "Hotel") located at 7485 Canada Avenue, Orlando, Florida, and the Partnership shall not engage in any other activity or business other than the ownership, management and operation of the Hotel. During the term of the loan by Capmark Bank (the "Lender") to the Partnership in the approximate amount of Ten Million Dollars (\$10,000,000.00) (the "Loan"), the Corporation shall not amend the Articles to permit any other business purpose for the Corporation other than set forth above.

Notwithstanding anything to the contrary in the Articles and any provision of law that otherwise empowers the Corporation, so long as the Loan secured by the secured by the Hotel is outstanding, the Corporation shall not undertake any of the following actions:

- (A) merge, convert or consolidate with or into any other business entity;
- (B) dissolve, wind up or liquidate or take any action, or omit to take any action, as a result of which the Corporation would be dissolved, wound up or liquidated in whole or in part;
- (C) engage in any business activity not described in these Amended Articles of Incorporation;
- (D) amend, modify, waive or terminate the Articles the Corporation without the prior written consent of Lender;
- (E) permit the issuance of any additional interests in the Corporation except as set forth in the loan documents relating to Loan (the "Loan Documents");
- (F) own any asset or property other than its interest in the Partnership and incidental personal property necessary for the ownership or operation of the Hotel or the Partnership;

(G) engage in any business other than the ownership and operation of a Hotel and conduct and operate its business as presently conducted and operated;

(H) enter into any contract or agreement with any affiliated entity, or any guarantor of or key principal/guarantor/indemnitor pursuant to the Loan, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than such party;

(I) except as permitted in the Loan Documents, incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than trade and operational debt incurred in the ordinary course of business with trade creditors and in amounts as are normal and reasonable under the circumstances;

(J) make any loans or advances to any third party (including any affiliated entity, or any guarantor of or key principal/guarantor/indemnitor pursuant to the Loan), and not acquire obligations or securities of its affiliated entities;

(K) dissolve, wind up or liquidate, in whole or in part, or consolidate or merge with or into any other person or entity;

(L) commingle its funds or other assets with those of any affiliated entity or any guarantor of or key principal/guarantor/indemnitor pursuant to the Loan, or any other person;

(M) guaranty, become obligated for, or hold itself out to be responsible for the debts or obligations of any other person or entity, or the decisions or actions respecting the daily business or affairs of any other person or entity, or pledge its assets for the benefit of any other person or entity;

(N) take any Bankruptcy Action (as defined below).

For purposes of this provision, "Bankruptcy Action" means any of the following actions with respect to the Corporation: (a) institute bankruptcy or insolvency proceedings; (b) consent to the institution of bankruptcy or insolvency proceedings against the Corporation; (c) file a petition seeking, or consenting to, reorganization or relief under any applicable federal or state law relating to bankruptcy; (d) seek or consent to the appointment of a receiver, liquidator, conservator, assignee, trustee, sequestrator, custodian or any other similar official of the Corporation, or a substantial part of its assets; (e) make any assignment for the benefit of creditors; (f) admit in writing its inability to pay its debts generally as they become due; (g) otherwise seek relief under any laws relating to the relief from debts or the protection of debtors generally; or (h) take any action in furtherance of any of the preceding actions.

Notwithstanding anything to the contrary in these Articles and any provision of law that otherwise so empowers the Corporation, so long as the Loan is outstanding, the Corporation shall:

(A) remain solvent and pay its debts and liabilities (including, as applicable, shared

personnel and overhead expenses) from its assets as the same shall become due;

(B) do and cause to be done all things necessary to observe organizational formalities and preserve its existence;

(C) maintain all of its books, records, financial statements and bank accounts separate from those of its affiliated entities and file its own tax returns, unless required otherwise by applicable law;

(D) maintain its books, records, resolutions and agreements as official records;

(E) be, and at all times hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliated entity and any guarantor of or key principal/guarantor/indemnitor pursuant to the Loan), correct any known misunderstandings regarding its status as a separate entity, conduct business in its own name, not identify itself or any of its affiliated entities as a division or part of the other, and maintain and utilize separate stationery, invoices and checks;

(F) 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;

(G) 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 affiliated entity or any guarantor of or key principal/guarantor/indemnitor pursuant to the Loan, or any other person; and

(H) pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations.

Notwithstanding anything to the contrary in the Articles and any provision of law that otherwise so empowers the Partnership, the following may not occur without Lender's prior written consent:

(A) the resign as general partner of the Partnership;

(B) the sale, exchange, or disposal of all or substantially all the Corporations's assets;

(D) the making of secured loans by shareholders of the Corporation to the Corporation; and

(E) Except as permitted under the Loan Documents, the transfer or issuance of partnership interests in the Corporation as long as the Loan is outstanding.

For so long as the Loan is outstanding, in the case of a conflict between the provisions of the Articles and the provisions of the Loan Documents, the provisions of the Loan Documents shall govern and control.”;

2. The address of the Corporation set forth in Article Two of the Articles of Incorporation shall be changed to 3700 NE 28<sup>th</sup> Avenue, Lighthouse Point, FL 33064;

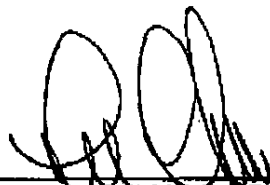
**THIRD:** This Amendment to Amended Articles of Incorporation has been adopted unanimously by the Board of Directors of the Corporation and shareholder approval is not required.

**FOURTH:** All other terms and conditions of the Articles shall remain unaltered and in full force and effect.

**IN WITNESS WHEREOF,** each of the undersigned acknowledges that this Amendment to Amended Articles of Incorporation is its act, and further acknowledges, under penalties of perjury, to the best of its knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that it has executed this Amendment to Amended of Incorporation under seal as of July 20, 2007.

Signatures on Next Page

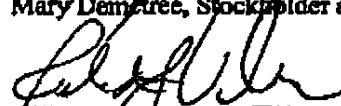
Signature of all stockholders and directors:



Lee Chira, Stockholder and Director



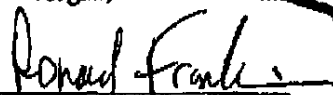
Mary Demetree, Stockholder and Director



Richard L. Valardo, Stockholder and Director



John Morgan, Stockholder and Director



Ronald Franklin, Stockholder and Director