

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u><375></u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u><375></u></u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No: Fund 4100 Department 120 Unit 8340 RSource 2900
 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

A one-time application fee of \$250.00 was received and the Annual Permit Fee is \$105.00. The Department may issue vehicle decals for the permittee's shuttle vehicles at \$10.00 per decal per year. Two vehicle decals were issued in FY2014.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Susan Newby 7/17/14
 5/17 AMOFMB 7/17

Joe J. Jurek 7/22/14
 Contract Dev. and Control
 7/22/14 Budget

B. Legal Sufficiency:

Anne Helgen 7/23/14
 Assistant County Attorney

C. Other Department Review:

 Department Director

**PALM BEACH INTERNATIONAL AIRPORT
HOTEL-MOTEL COURTESY SHUTTLE OPERATOR PERMIT**

THIS HOTEL-MOTEL COURTESY SHUTTLE OPERATOR PERMIT (this "Permit") is made and entered into this 10 day of JUNE, 2014, by and between Palm Beach County ("County"), a political subdivision of the State of Florida, and Hotel West Palm Beach, L.P., a Delaware limited partnership d/b/a DoubleTree West Palm Beach Hotel ("Permittee"), having its office and principal place of business at 2120 High Wickham Place, Louisville, KY 40245, tel. 502-489-3737.

WITNESSETH:

WHEREAS, County, by and through its Department of Airports ("Department"), owns and operates Palm Beach International Airport ("Airport"), located in Palm Beach County, Florida; and

WHEREAS, Resolution No. 2010-0707, adopted by the Palm Beach County Board of County Commissioners on May 4, 2010, authorizes the Department to issue this Permit; and

WHEREAS, County, as the owner and operator of the Airport, has the power and authority to regulate the use of the Airport roadways to ensure the traveling public has access to an orderly ground transportation system and to ensure efficient use of the limited capacity of the Airport roadways; and

WHEREAS, Permittee is the owner or operator of the **DoubleTree West Palm Beach Hotel, 1808 Australian Avenue, West Palm Beach, FL 33409, tel. 561-689-6888**, and desires to provide courtesy shuttle services to its customers at no direct cost or charge.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

ARTICLE 1
RECITALS

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

ARTICLE 2
DEFINITIONS

- 2.01 "Airport" means the Palm Beach International Airport.
- 2.02 "Bond Resolution" means the Palm Beach County Airport System Revenue Bond Resolution (dated April 3, 1984 R-84-427), as amended and supplemented, which is hereby incorporated herein by reference and made a part hereof.

- 2.03 "Department" means the Palm Beach County Department of Airports.
- 2.04 "FAA" means the Federal Aviation Administration or any successor agency.
- 2.05 "Hotel" or "Motel" means an establishment that provides paid lodging on a short-term basis, including, without limitation, resorts and clubs, timeshares and interval ownerships.
- 2.06 "Permit" means this Permit and all exhibits attached hereto, which are incorporated herein by this reference. Words such as "herein," "hereafter," "hereof," "hereby" and "hereunder" when used with reference to this Permit, refer to this Permit as a whole, unless context otherwise requires.
- 2.07 "Permit Year" means the twelve (12) month period, beginning on October 1 and ending on September 30 and each twelve (12) month period thereafter, until the termination of this Permit.
- 2.08 "Shuttle Vehicle" means any vehicle used to transport customers between the Airport and Permittee's Hotel or Motel, including, but not limited to, vans, shuttle buses, limousines, automobiles and rental vehicles, at no direct cost or charge to the customer.
- 2.09 "Terminal" means the passenger terminal building located at the Airport.
- 2.10 "TSA" means the Transportation Security Administration or any successor agency.

ARTICLE 3 TERM

This Permit shall be effective on the 22nd day of April, 2014, and shall terminate on September 30th, 2014, except as otherwise provided for herein. Provided that Permittee is not in violation of the terms and conditions of this Permit and has paid all applicable fees, this Permit shall automatically renew on a yearly basis (October 1st through September 30th), unless either party hereto, with the Department acting on behalf of County, shall advise the other party at any time by at least thirty (30) days' advance written notice of its intent to terminate this Permit.

ARTICLE 4 PRIVILEGES AND OBLIGATIONS

- 4.01 Privileges. Subject to the terms and conditions of this Permit, Permittee is authorized by this non-exclusive Permit to operate its Shuttle Vehicles on the Airport's Terminal access roadways by the most direct authorized route in the transportation of only those customers with bona fide reservations, between the Airport and Permittee's Hotel or Motel. This shall include customers who made reservations prior to enplaning and customers who made reservations by telephoning Permittee from the Airport after deplaning.

4.02 Operational Standards.

- A. Permittee shall operate on the Airport in a clean, orderly and safe fashion. Permittee shall keep its Shuttle Vehicles clean and well maintained.
- B. Permittee shall load and unload its passengers on its Shuttle Vehicles only in those areas designated by the Department. Permittee shall load and unload its passengers on its Shuttle Vehicles as quickly and efficiently as possible under the circumstances to ensure the availability of the designated areas for use by other Airport users. Shuttle Vehicles shall not be permitted to park or loiter on the Airport. Drivers shall remain in the Shuttle Vehicle except to assist Permittee's customers in the loading or unloading of their baggage.
- C. Permittee shall cause its drivers, agents, and other employees to conduct themselves at all times in a courteous manner towards the public and to provide prompt, efficient, and safe service. Permittee shall not allow its drivers, agents, or other employees to engage in open or public disputes or conflicts tending to be incompatible with the best interests of the public at the Airport. The Department shall have the right to resolve all such disputes or conflicts, and its determinations shall be binding upon Permittee.

4.03 Solicitation. Permittee shall not allow its drivers, agents, or other employees to solicit business in any manner whatsoever on the Airport, including, but not limited to, solicitation of passengers or customers and solicitation of employees on the Airport for shuttle transportation services. All services shall be provided on a pre-arranged basis only.

4.04 Business Operations. Permittee shall not conduct any Shuttle Vehicle operations, or any other business on the Airport, except as expressly authorized by this Permit, without first entering into an agreement with County. Permittee shall not maintain an office on the Airport as a subtenant or subcontractor of any Airport tenant, unless otherwise approved by the Department.

4.05 Advertising. Permittee shall not solicit business on the Airport other than indirectly by advertising through the Airport's Advertising Concessionaire. Permittee may lease, at its sole cost and expense, advertising space from the Airport's Advertising Concessionaire. Advertising fees and charges remitted to the Airport's Advertising Concessionaire shall be in addition to the Permit Fees payable hereunder.

4.06 Customer Identification. Upon request by an authorized representative of the Department, Permittee's drivers, agents or other employees shall provide said representative with the names of its pre-reserved customers and other information applicable to the reservation(s).

- 4.07 Airport Decal. Upon issuance of this Permit, and upon annual renewal of this Permit as provided in Article 3 above, the Department may issue to Permittee one (1) windshield decal per Shuttle Vehicle intended to be used by Permittee on the Airport. Permittee shall affix one (1) decal to the windshield of each of its Shuttle Vehicles as demonstrable proof that Permittee is afforded the privileges of this Permit. Permittee shall pay a non-refundable decal issuance fee of Ten Dollars (\$10.00) to the Department for each decal issued. Permittee shall not operate any Shuttle Vehicle on the Airport without properly displaying the required decal and may be required to remove any Shuttle Vehicle that is not in compliance with the requirements of this Permit. The Department may limit the number of Shuttle Vehicles operating on the Airport.
- 4.08 Vehicle Identification. Permittee shall not use marks, logos or symbols similar to those used to identify the Airport on any Shuttle Vehicles. Permittee shall not use the name "Palm Beach International Airport" or "Palm Beach Airport" or any variation thereof that will likely cause confusion with the name of the Airport on any Shuttle Vehicles. All Shuttle Vehicle markings shall be professionally painted or affixed as a decal.
- 4.09 Vehicle Inspection. By accepting this Permit, Permittee hereby consents to the inspection of its Shuttle Vehicles operating under this Permit by County and its authorized representatives as to size, engine exhaust, radio communication, passenger access, registration, driver's license, license tag and Permit, and other matters pertaining to the efficient and safe operation of the Shuttle Vehicles at the Airport.
- 4.10 Non-Exclusive Rights. The privileges granted under this Permit are non-exclusive, and the County reserves the right to grant similar privileges to other Permittees or users of Airport facilities. No greater privileges with respect to the use of the Airport or any part thereon are granted or intended to be granted to the Permittee by this Permit, other than the privileges expressly and specifically granted herein.
- 4.11 Access. For security reasons or as required by the TSA or the Palm Beach County Sheriff's Department, the Department may at any time deny Permittee access on the Airport, or direct Permittee's Shuttle Vehicles to take alternate routes on the Airport.

ARTICLE 5 PERMIT FEES

- 5.01 Application Fee. Permittee shall pay a non-refundable application fee of Two Hundred Fifty Dollars (\$250.00) with submission of Permittee's application for this Permit. In the event this Permit expires or is otherwise terminated, Permittee shall be required to pay an additional application fee at the then current rate. Permittee acknowledges and agrees that the fees and charges payable hereunder may be modified from time to time and that Permittee shall be responsible for payment of such modified fees without formal amendment to this Permit.
- 5.02 Annual Permit Fee. For the privileges granted herein, Permittee shall pay to the Department an annual permit fee of One Hundred Five Dollars (\$105.00) which shall be paid without demand, deduction, holdback or setoff on or before October 1 of each year throughout the term of this Permit.

- 5.03 Permit Recoupment Fee. The fees levied in this Permit are fees imposed on Permittee and not on Permittee's customers. Accordingly, Permittee may not separately charge or collect from its customers, any amount that purports to be a fee, surcharge, tax or any other charge imposed on the customer by County or the Department.
- 5.04 Adjustment of Permit Fees. Permittee acknowledges and agrees that the Department may modify the amount of Permit Fees, or establish new fees and charges during the Term of this Permit, upon thirty (30) days written notice by County to Permittee, without formal amendment to this Permit.

ARTICLE 6 INSURANCE

- 6.01 General Insurance Requirements. Permittee shall at its sole expense maintain in full force and effect at all times during the term of this Permit the insurance limits, coverages and endorsements required herein. The liabilities and obligations assumed by Permittee under this Permit shall not be in any manner limited or qualified by the requirements of this Article 6 or County's review and acceptance of any policies of insurance.
- 6.02 Business Automobile Insurance. Permittee shall keep in full force and effect throughout the term of this Permit automobile liability insurance covering all owned, hired, and non-owned vehicles, with a combined single limit per occurrence for bodily injury (including death) and property damage liability of not less than One Million and 00/100 Dollars (\$1,000,000).
- 6.03 Worker's Compensation and Employer's Liability Insurance. Permittee shall maintain worker's compensation and employer's liability insurance in accordance with applicable law. This coverage shall be provided on a primary basis.
- 6.04 Certificate of Insurance. Permittee shall submit to County a certificate of insurance evidencing limits, coverages and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. If Permittee's insurance coverage ceases during the term of this Permit, Permittee shall submit a new certificate of insurance evidencing replacement coverage thirty (30) days prior to the expiration of such insurance.
- 6.05 Waiver of Subrogation. Permittee hereby waives its right of subrogation for each of the insurance policies required by this Article 6 during the term of this Permit. When mandated by the insurer or should an insurance policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Permittee shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. Notwithstanding the foregoing, this waiver of subrogation requirement shall not apply to any policy that includes a condition prohibiting such an endorsement or that voids coverage should Permittee enter into such an agreement on a pre-loss basis.

- 6.06 Deductibles, Coinsurance and Self-Insured Retention. Permittee shall be fully and solely responsible for any deductible, coinsurance penalty or self-insured retention, including any losses, damages or expenses not covered due to an exhaustion of limits or failure to comply with an insurance policy.
- 6.07 Rights of Review and Rejection. Palm Beach County's Risk Management Department ("Risk Management") may review, modify, reject or accept any required insurance policies, including, but not limited to, limits, coverages and endorsements required by this Article 6. Risk Management may also reject any insurer or self-insurance plan providing coverage or intending to do so because of poor financial condition or failure to operate legally. In such event, County shall provide Permittee a written notice of rejection, and Permittee shall acknowledge said rejection within thirty (30) days of receipt of the notice.
- 6.08 No Representation of Coverage Adequacy. Permittee acknowledges that the limits, coverages and endorsements stated in and required by this Article 6 are intended to minimize liability for County. Permittee shall not rely upon the requirements of this Article 6 when determining the appropriate types, extent or limits of insurance coverage to protect Permittee against loss.

ARTICLE 7
RELATIONSHIP OF THE PARTIES

Permittee is and shall be deemed to be an independent contractor and operator and shall be solely responsible to all parties for its respective acts or omissions. County shall in no way be liable or responsible therefor.

ARTICLE 8
INDEMNIFICATION

Permittee shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines or damages (including attorney fees at trial and appellate levels), and causes of action of every kind and character against, or in which County is named or joined, arising out of this Permit or Permittee's use of the Airport, including without limitation those arising because of any damage to property or the environment or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of, incident to or in connection with Permittee's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of Permittee or any breach of the terms of this Permit. Provided, however, Permittee shall not be responsible to County for damages resulting out of damages to property or bodily injury (including death) that are judicially determined to be solely attributable to the negligence of County, its respective employees or agents. Permittee shall also hold harmless and indemnify County for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or because of Permittee's activities or operations or use of the Airport whether or not Permittee was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving the activities. This indemnification shall include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of or at the request of Permittee. Permittee recognizes the broad nature

of this indemnification and hold-harmless provision, acknowledges that County would not enter into this Permit without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by County in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Article 8 shall survive the expiration or termination of this Permit.

ARTICLE 9
ASSIGNMENT

Permittee shall not in any manner assign, transfer or otherwise convey an interest in this Permit. Any such attempt shall be null and void.

ARTICLE 10
TERMINATION OF PERMIT, DEFAULT AND REMEDIES

- 10.01 Termination. This Permit shall terminate as provided for in Article 3.
- 10.02 Default. The occurrence of any one or more of the following events shall constitute a violation of this Permit by Permittee:
- A. Permittee's failure to make payment of any fees or charges required to be made by Permittee under this Permit, as and when due.
 - B. The failure by Permittee to observe or perform any of the covenants, conditions or provisions of this Permit to be observed or performed by Permittee.
 - C. The discovery by the Department that any information given by Permittee to County relating to this Permit was materially false.
- 10.03 Remedies. In the event Permittee is in violation of this Permit, County, with the Department acting on behalf of County, may immediately terminate this Permit by giving Permittee written notice to this effect. Upon such termination, Permittee shall immediately cease its operations on the Airport. Such termination shall be without prejudice to any of County's remedies for arrearages, payments due herein, or any other damages or remedies whatsoever.
- 10.04 Termination for Convenience. Either party may terminate this Permit for convenience upon five (5) days prior written notice to the other party, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Permit.
- 10.05 County's Right to Terminate. This Permit is issued upon the terms and conditions required by County for all Permittees on the Airport that engage in the activities permitted herein. Upon ten (10) days' prior written notice, County may, at any time, terminate this Permit and at County's option issue a new Permit to Permittee upon such modified terms and conditions as County shall uniformly apply to all other similarly situated Permittees.

ARTICLE 11
LAWS, PERMITS AND LICENSES, AND SAFETY REGULATIONS

- 11.01 Compliance with Law. Throughout the term of this Permit, Permittee shall be and remain in full and complete compliance with all applicable Federal, State and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including, but not limited to, FAA Advisory Circulars and Airport Rules and Regulations (County Resolution No. R-98-220), as now or hereafter amended.
- 11.02 Permits and Licenses. Permittee shall at its sole cost and expense be strictly liable and responsible for obtaining, paying for, fully complying with, and maintaining current any and all permits, licenses or other governmental authorizations, however designated, as may be required at any time throughout the term of this Permit by any Federal, State or local governmental entity or any court of law having jurisdiction over Permittee or Permittee's operations and activities, for any activity or operation conducted by Permittee on the Airport. Upon written request by the Department, Permittee shall provide to the Department certified copies of any and all permits and licenses that the Department may request.
- 11.03 Safety Regulations. Permittee shall conduct its activities and operations under this Permit in a safe manner and in compliance with all safety regulations of the Department and with safety standards imposed by applicable Federal, State and local laws and regulations. Permittee shall also require the observance thereof by all employees, agents and invitees. Permittee shall procure and maintain such fire prevention and extinguishing devices as required by County and by law and shall at all times be familiar and comply with the fire regulations and orders of County and the fire control agency with jurisdiction over the Airport. Neither Permittee, nor employee, agent, or any person working for or on behalf of Permittee, shall require any personnel engaged in the performance of Permittee's operations to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to individual safety or health, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as same may be amended from time to time, as well as all State and local laws, regulations, and orders relative to occupational safety and health.
- 11.04 FAA and TSA Regulations. Permittee shall observe all security regulations and other requirements of any agency of the Federal government, including, but not limited to, the FAA and TSA, as such regulations or requirements have been or may be amended including, without limitation, Title 14, Part 139 and Title 49, Part 1500 of the Code of Federal Regulations. Permittee shall comply with such rules and regulations as may be reasonably prescribed by County to take such steps as may be necessary or directed by County to ensure that its employees observe these requirements. Permittee shall conduct background checks of its employees to the extent required by any Federal, State or local law or if, to the extent permitted by law, required by County. County shall have the right to order the removal or replacement of any employee of Permittee on the Airport that County has reasonably determined may present a risk to public safety or to the security of the Airport. If as a result of the acts or omissions of Permittee, County incurs any fines and/or penalties imposed by the FAA or TSA; any expense in enforcing the regulations of the FAA or TSA or the rules or

regulations of County; or any expense in enforcing the Airport Security Program, then Permittee agrees to pay to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys fees and all costs incurred by County in enforcing this provision. Permittee further shall rectify any security deficiency or other deficiency as may be determined by County, the FAA or TSA. If Permittee fails to remedy any such deficiency, County may do so at the cost and expense of Permittee. Permittee acknowledges and agrees that County may take whatever action is necessary to rectify any security deficiency or any other deficiency identified by County, the FAA or TSA.

ARTICLE 12
DISCLAIMER OF LIABILITY

COUNTY HEREBY DISCLAIMS, AND PERMITTEE HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY PERMITTEE, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS PERMIT INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF PERMITTEE OR PERMITTEE'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE AIRPORT, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS JUDICIALLY DETERMINED TO HAVE BEEN CAUSED BY COUNTY'S SOLE NEGLIGENCE. THE PARTIES EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE ASSIGNMENT OF THE AIRPORT TO PERMITTEE PURSUANT TO THIS PERMIT. PERMITTEE ACKNOWLEDGES AND AGREES THAT COUNTY SHALL HAVE NO LIABILITY WHATSOEVER AND PERMITTEE COVENANTS AND AGREES TO HOLD HARMLESS COUNTY FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY COUNTY RELATING TO THIS PERMIT. FURTHERMORE, PERMITTEE ACKNOWLEDGES AND AGREES THAT ITS USE OF ANY SUCH INFORMATION, WHETHER PREPARED OR PROVIDED BY COUNTY OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS PERMIT, WAS AT ITS SOLE RISK.

ARTICLE 13
NOTICES

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, telecopied or faxed (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the

addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
Attn: Deputy Director, Airports Business Affairs
Fax: (561) 471-7427

(b) If to Permittee at:

Hotel West Palm Beach, L.P.
d/b/a DoubleTree West Palm Beach Hotel
2120 High Wickham Place
Louisville, KY 40245
Fax: 888-492-2009

Either party may change the address to which notices under this Permit shall be given, upon three (3) days' prior written notice to the other party. Permittee shall maintain a current address, telephone number, and name of a contact person with the Department.

ARTICLE 14 **NON-DISCRIMINATION**

Permittee hereby agrees and covenants: (a) that no person on the grounds of race, sex, color, religion, creed, ancestry, national origin, disability, familial status, sexual orientation, age, marital status, gender identity or expression, or genetic information shall be excluded from participation in or denied the use of Permittee's services, (b) that in the furnishing of services, no person on the grounds of race, sex, color, religion, creed, ancestry, national origin, disability, familial status, sexual orientation, age, marital status, gender identity or expression, or genetic information shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that Permittee shall use the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations have been or may be amended. In the event of the breach of any of the foregoing non-discrimination covenants, County shall have the right to terminate this Permit. This cancellation provision shall not be effective until the procedures of Title 49, Code of Federal Regulation, Part 21, are followed and completed including exercise or expiration of appeal rights.

ARTICLE 15 **MISCELLANEOUS**

15.01 County Not Liable. County shall not be responsible or liable to Permittee for any claims for compensation or any losses, damages or injury sustained by Permittee resulting from: (a) cessation for any reason of air carrier operations on the Airport, or (b) diversion of passenger

traffic to any other facility. County shall not be responsible or liable to Permittee for any claims for compensation or any losses, damages or injury whatsoever sustained by Permittee including, but not limited to, those resulting from an act of God, state of war, terrorism, civilian commotion or riot or any cause beyond the control of County.

- 15.02 Authorized Uses Only. Notwithstanding anything to the contrary herein, Permittee shall not use or permit the use of the Airport for any illegal or improper purpose or for any purpose that would invalidate any insurance policies mentioned herein, existing now or hereafter. Permittee shall not use or permit the use of the Airport in any manner that would interfere with or adversely affect the operation or maintenance of the Airport, or would otherwise constitute a hazard.
- 15.03 Waivers. County's failure to insist on a strict performance of any of the agreements, terms, covenants and conditions herein shall not be deemed a waiver of any rights or remedies that County may have for any subsequent breach, default, or non-performance. County's right to insist on strict performance of this Permit shall not be affected by any previous waiver or course of dealing.
- 15.04 Subordination to Bond Resolution. This Permit and all rights granted to Permittee herein are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Bond Resolution. County and Permittee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by County and Permittee with the terms and provisions of this Permit and Bond Resolution.
- 15.05 Subordination to State/Federal Agreements. This Permit shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the Airport or improvements thereon, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Permittee understands and agrees that this Permit shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, the State of Florida or any of their respective agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
- 15.06 County's Governmental Authority. Nothing in this Permit shall be construed to waive or limit County's governmental authority as a political subdivision of the State of Florida to regulate Permittee or its operations.
- 15.07 Consent or Action. In the event this Permit is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole, absolute and unfettered discretion of the County or Department, rather than any implied standard of good faith, fairness or reasonableness. Wherever this Permit requires the County or Department's consent or approval or permits the County or Department to act, such consent, approval or action may be given or performed by the Airport Director. If Permittee requests the County or Department's consent or approval pursuant to any provision of this Permit and County or the Department fails or refuses to give such consent, Permittee shall

not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

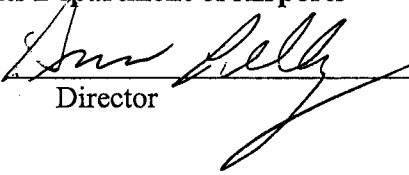
- 15.08 County's Right to Develop. County reserves the right to develop or improve the Airport and any and all part thereof as it sees fit, regardless of the desires or views of Permittee and without interference or hindrance.
- 15.09 Rights Reserved to County. All rights not specifically granted Permittee by this Permit are reserved to County.
- 15.10 Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision, clause, or any portion thereof of this Permit shall have no effect upon the validity of any other part or portion hereof.
- 15.11 Venue. To the extent allowed by law, the venue for any action arising from this Permit shall be in Palm Beach County, Florida.
- 15.12 Governing Law. This Permit shall be governed by and in accordance with the laws of the State of Florida.
- 15.13 Remedies Cumulative. The rights and remedies of the parties with respect to any of the terms and conditions of this Permit shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies of the parties.
- 15.14 Paragraph Headings. The headings of the various articles and sections of this Permit are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Permit or any part(s) of this Permit.
- 15.15 Performance. The parties expressly agree that time is of the essence in this Permit and the failure by Permittee to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of County without liability, in addition to any other rights or remedies, relieve County of any obligation to accept such performance.
- 15.16 Public Entity Crimes. As provided in Section 287.132-133, Florida Statutes, by entering into this Permit or performing any work in furtherance hereof, Permittee certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date. This notice is required by Section 287.133(3)(a), Florida Statutes.
- 15.17 Entirety of Permit. The parties agree that this Permit sets forth the entire understanding between the parties and that there are no other promises or understandings apart from those stated herein. None of the provisions, terms and conditions contained in this Permit may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

- 15.18 Survival. Upon termination or expiration of this Permit, Permittee shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration. Notwithstanding any provision of this Permit to the contrary, no obligation that accrued but has not been satisfied under any prior agreement between the parties, shall terminate or be considered cancelled upon execution of this Permit. Rather, such obligation shall continue as if it had accrued under this Permit until the obligation is satisfied.
- 15.19 Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Permittee, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- 15.20 No Third Party Beneficiaries. No provision of this Permit is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Permit, including but not limited to any citizen or employees of County and/or Permittee.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the parties hereto have duly executed this Permit as of the day and year first above written.

PALM BEACH COUNTY,
a political subdivision of the State of Florida,
by its Department of Airports

By: 
Director


**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
County Attorney

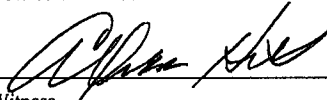
PERMITTEE:

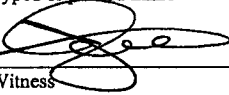
**Hotel West Palm Beach, LP
d/b/a DoubleTree West Palm Beach Hotel**

**By: Hotel West Palm Beach GP, LLC, a Delaware
limited liability company, its general partner**

By: 
Raymond H. Schulte, Managing Member
Typed or printed name/title

**Signed, sealed and delivered in
the presence of two witnesses
for Permittee:**


Witness
Alfreda Hill
Typed or printed name


Witness
Jade Gaelyn-Kawai
Typed or printed name

(Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/01/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

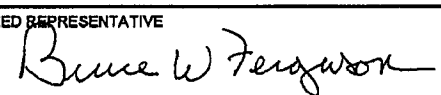
PRODUCER The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME: _____
	PHONE (A/C, No, Ext): 502-244-1343 FAX (A/C, No): 502-244-1411 E-MAIL ADDRESS: _____
INSURED SHG Employment Services, LLC 2120 High Wickham Place Suite 200 Louisville, KY 40245	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Employers Preferred Insurance Company 10346
	INSURER B: _____
	INSURER C: _____
	INSURER D: _____
	INSURER E: _____

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ _____ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	EIG139355302 EIG162683801	11/01/2013 11/01/2013	11/01/2014 11/01/2014	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida c/o Palm Beach County of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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DS#4929619



CERTIFICATE OF LIABILITY INSURANCE

12/1/2014

DATE (MM/DD/YYYY)

5/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York 10036 646-572-7300	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Federal Insurance Company		20281
INSURER B: Allmerica Financial Benefit Insurance Co		41840
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

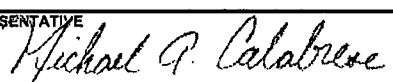
INSURED
1368475 Hotel West Palm Beach, L.P.
1808 South Australian Avenue
West Palm Beach FL 33409

COVERAGES CERTIFICATE NUMBER: 12918431 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> No Ded/SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	Y	9947-60-78	12/1/2013	12/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	Y	AWY A143753 00 Collision Ded \$1,000 Compensation Ded. \$1,000	12/1/2013	12/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Shuttle Permit

CERTIFICATE HOLDER 12918431 Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida c/o Palm Beach County Department of Airports 846 Palm Beach International Airport West Palm Beach FL 33406	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Licensee Details

Licensee Information

Name: **HOTEL WEST PALM BEACH LP (Primary Name)**
DOUBLETREE WEST PALM BEACH AIRPORT (DBA Name)

Main Address: **2120 HIGH WICKHAM PL #200**
LOUISVILLE Kentucky 40245

County: **OUT OF STATE**

License Mailing: **2120 HIGH WICKHAM PL #200**
LOUISVILLE KY 40245

County: **OUT OF STATE**

LicenseLocation: **1808 S AUSTRALIAN AVE**
WEST PALM BEACH FL 33409

County: **PALM BEACH**

License Information

License Type: **Hotel**

Rank: **Hotel**

License Number: **HOT6007233**

Status: **Current,Active**

Licensure Date: **05/05/2014**

Expires: **12/01/2014**

Special Qualifications	Qualification Effective
Palm Beach DEC	04/15/2014
101-200 UNITS	04/15/2014

[View Related License Information](#)

[View License Complaint](#)

[View Recent Inspections](#)

1940 North Monroe Street, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **[Chapter 455](#)** page to determine if you are affected by this change.

EXHIBIT 3 (C)

AFFIDAVIT OF PARTNERSHIP
(If Limited Partnership)

STATE OF Kentucky)
(insert state))
COUNTY OF Jefferson) SS:
(insert county))

Before me, the undersigned authority, personally appeared, the undersigned, who by me being first duly sworn, deposes and says that:

1. The undersigned is the Managing Member of Hotel West Palm Beach GP, LLC, a limited liability company organized and existing in good standing under the laws of the State of Delaware (the "LLC") which is the General Partner of Hotel West Palm Beach, L.P., a limited partnership, (the "Partnership") existing under the laws of the state of Delaware, pursuant to an agreement dated April 2, 2014, a copy of which is attached hereto as Exhibit "A" (the "Partnership Agreement").

2. The Partnership is in good standing and is authorized to transact business in the State of Florida.

3. The Partnership Agreement is in full force and effect and has not been amended or modified.

4. All the partners of the Partnership and their interests in the partnership are as set forth in the Partnership Agreement.

5. Raymond H. Schulte, Managing Member has the right and authority to enter into that certain Hotel-Motel Courtesy Shuttle Operator Permit between Palm Beach County, a political subdivision of the State of Florida and the Partnership, a copy of which is incorporated herein by reference (the "Permit"), and such other instruments as may be necessary and appropriate for the Partnership to fulfill its obligations under the Agreement.

6. Upon the execution and delivery of such Permit and documents by the person identified in item 5 herein above, all the aforesaid shall be valid agreements of and be binding upon the Partnership.

7. The transaction contemplated in the Permit will not violate any of the terms and conditions of the Partnership Agreement or of any other agreement of the Partnership with any third party.

8. The undersigned acknowledges that Affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Permit.

FURTHER AFFIANT SAYETH NAUGHT

Hotel West Palm Beach, L.P. _____
(Print Partnership name)

By Hotel West Palm Beach GP, LLC, a Delaware limited liability company, its General Partner

By: _____
(Signature)

Raymond H. Schulte, Managing Member
(Print Signatory's name/title)

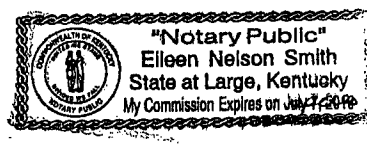
SWORN TO AND SUBSCRIBED before me this 2nd day of May, 2014, by Raymond H. Schulte, who is personally known to me OR who produced drivers license as identification and who did not take an oath.

Notary Signature

Print Notary Name

NOTARY PUBLIC
State of Kentucky at Large

My Commission Expires:



10/27/2014

LIMITED PARTNERSHIP AGREEMENT

OF

Hotel West Palm Beach, L.P.

THIS LIMITED PARTNERSHIP AGREEMENT is made and entered into as of April 2, 2014, by and between Hotel West Palm Beach GP, L.L.C. ("GP"), a Delaware limited liability company, as the general partner, and SHG SCG Ventures, L.P. ("LP"), a Delaware limited partnership, as the limited partner.

WITNESSETH, THAT WHEREAS:

A. Hotel West Palm Beach, L.P. (the "Partnership") was formed as a limited partnership under the laws of the State of Delaware pursuant to an instrument captioned "CERTIFICATE OF LIMITED PARTNERSHIP OF HOTEL WEST PALM BEACH, L.P." (the "Certificate"), dated April 2, 2014, executed by GP as general partner, said Certificate having been filed with the Office of the Secretary of State, Division of Corporations, for the State of Delaware on April 2, 2014.

B. The Partners of the Partnership desire to memorialize their agreement of limited partnership for the Partnership.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Partners of the Partnership hereby agree as follows:

1. Name. The business of the Partnership shall be conducted under the name of "Hotel West Palm Beach, L.P."

2. Term. The term of the Partnership shall continue to April 2, 2054, inclusive, unless sooner terminated as hereinafter provided.

3. Character of Business. The business of the Partnership shall be to engage in all business and investment activities relating to the ownership of equity or debt interests in real estate and such business and investment activities shall include, but shall not be limited to, acquiring, holding, maintaining, operating, leasing, selling, managing, improving, mortgaging, encumbering and otherwise using for profit interests in real estate and in securities and other business interests related to real estate, participating as a partner or other investor in other general or limited partnerships or other investment vehicles, the business of which is related to real estate and all other activities related or incidental thereto.

4. Names and Addresses of Partners; Partnership Percentages. The names and addresses of the Partners and their respective "Partnership Percentages" are as follows:

I. General Partner

<u>Name</u>	<u>Address</u>	<u>Partnership Percentage</u>
Hotel West Palm Beach GP, L.L.C.	591 West Putnam Avenue Greenwich, CT 06830	0%

II. Limited Partner

<u>Name</u>	<u>Address</u>	<u>Partnership Percentage</u>
SHG SCG Ventures, L.P.	591 West Putnam Avenue Greenwich, CT 06830	100%

5. Principal Office. The principal place of business of the Partnership may be designated by the General Partner from time to time. The address of the registered office required to be maintained by Section 17-104 of Title 6, Delaware Code, is The Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, State of Delaware. The name and address of the registered agent for service of process required to be maintained by Section 17-104 of Title 6, Delaware Code, is The Corporation Trust Company.

6. Certain Definitions. As used herein, the following terms have the following meanings:

A. "Partner(s)" mean the partners of this Partnership, where the context does not require differentiation between general and limited partners.

B. "Limited Partner" means LP and its respective permitted successors and assigns hereunder.

C. "General Partner" means GP and its permitted successors and assigns hereunder.

D. "Partnership Percentage" means, as to each Partners, the percentage specified for such Partner in Section 4 hereof and constituting such Partner's percentage share of the Partnership's distributable cash and other assets, profits, losses and gain or loss on the sale or disposition of Partnership assets, subject, however, to the provisions of Section 8 below.

7. Capital Contributions.

A. GP Contribution. GP shall make an initial contribution to the Partnership of \$0.

B. LP Contribution. LP shall make an initial contribution to the Partnership of \$100.00.

C. Additional Contributions. Additional capital contributions shall be funded by the Partners pro rata to their respective Partnership Percentages for proper Partnership purposes in amounts and at such times as shall be approved by all Partners.

8. Distributions and Allocations. All net profits and losses of the Partnership, as well as all distributions to the Partners of assets of the Partnership (including, but not limited to, distributions of the net proceeds of sales by and loans to the Partnership or by or to entities in which the Partnership has interests), shall be allocated and made to the Partners in accordance with their respective Partnership Percentages at the time(s) such profits or losses are incurred by the Partnership or, in the case of distributions, such time(s) as the amounts distributed to the Partners were received by the Partnership; provided, however, that (i) the General Partner shall be entitled to allocate net profits and losses of the Partnership in a contrary manner as it deems necessary in order to maintain the Partners' capital accounts in accordance with applicable income tax laws and regulations or to effectuate an equitable allocation of such items among the Partners and (ii) net proceeds of any financing may, at the discretion of the General Partner from time to time, be distributed in whole or in part to a Partner (rather than to all Partners in accordance with their respective Partnership Percentages) up to the value of the property being contributed by such Partner to the Partnership; and provided further, however, that the General Partner shall only exercise the power vested in it pursuant to this clause (ii) so as to maintain or effectuate an allocation of the total of contributed and unreturned capital in accordance with the Partners' Partnership Percentages. Except as is otherwise expressly set forth herein, no Partner shall be entitled to withdraw capital or to receive distributions of or against capital without the prior written consent of and upon the terms and conditions agreed upon by the General Partner.

9. Books and Records of the Partnership; Fiscal Year; Reports. The books and records of the Partnership business shall be kept at the Partnership's principal place of business and shall be open to inspection by any of the Partners at all reasonable times. All federal and state income tax returns of the Partnership shall be prepared under the direction of the General Partner. The fiscal year of the Partnership shall end on the 31st day of December in each calendar year.

10. Powers, Rights and Duties of the Partners.

A. Except as otherwise provided in this Agreement, all decisions regarding the Partnership and its business shall be made by the General Partner. The General Partner shall have the exclusive authority to manage the operations and affairs of the Partnership and to make all decisions regarding the Partnership and its business. Pursuant to the foregoing, the General Partner shall have all of the rights and powers of

a general partner as provided in the Delaware Uniform Limited Partnership Act and as otherwise provided by law, and any action taken by the General Partner shall constitute the act of and serve to bind the Partnership. Persons dealing with the Partnership are entitled to rely conclusively on the power and authority of the General Partner as set forth in this Agreement.

B. No Partner shall be obligated to offer any particular investment or opportunity to the Partnership and each Partner may in his or its sole discretion own or operate or participate in businesses, ventures or activities which compete with the Partnership.

C. Notwithstanding anything to the contrary in this Agreement, no Partner shall voluntarily take any action or omit to take any action which would place the Partnership in default in the performance of any of its contractual or legal duties or obligations to other persons or entities. The provisions of this subsection C shall control in the event and to the extent of any conflict or inconsistency with any other term or provision of this Agreement, with the exception of the provisions set forth in Section 7 above, the provisions of said Section 7 to control in the event and to the extent of any conflict or inconsistency with this subsection C or with any other term or provision of this Agreement.

D. "Affiliate(s) of a Partner" means (1) any officer, director, employee, shareholder, partner or relative within the third degree of kindred of such Partner; (2) any corporation, partnership, trust or other entity controlling, controlled by or under common control with such Partner or any such relative of such Partner; and (3) any officer, director, trustee, general partner or employee of any such entity described in (2) above.

E. Affiliates of a Partner may receive commissions when the Partnership buys and sells real property and may be employed to provide property management for the Partnership, but no commissions or compensation payable to such Affiliate for the same may exceed the normal and competitive rates for similar services in the locality where provided. The Partnership may enter into agreements with Affiliates of a Partner to provide management, asset management, insurance brokerage or similar services to the Partnership, provided that any such services by Affiliates shall be at rates at least as favorable to the Partnership as those available from unaffiliated parties. The validity of any transaction, agreement or payment involving the Partnership and any Affiliate otherwise permitted by the terms of this Agreement shall not be affected by reason of the relationship between the Partner and such Affiliate or the approval of such transaction, agreement or payment by directors of such Affiliate, all or some of whom are also Affiliates or are officers or directors of or are otherwise interested in or related to such Affiliate.

11. Transfer of Partnership Interests.

A. Assignment. Except as hereinafter provided, no sale, assignment, transfer, encumbrance or hypothecation shall be made by any Partner of the whole or any part of his or its partnership interest in the Partnership (including, but not limited to, his or its interest in the capital or profits of the Partnership) without the prior written consent of each of the other Partners, which consent may be granted or withheld in the sole and absolute discretion of each Partner. No sale, assignment, transfer, encumbrance or hypothecation in violation of the provisions hereof shall be valid or effective for any purpose and no consent to one or more of the same shall be deemed consent to any other of the same. Notwithstanding the foregoing, but subsection to 11B below, a Limited Partner shall be entitled, without the consent of the General Partner or any other Partner, to transfer all or any portion of his or its interest in the Partnership to any Permitted Affiliate, Family Member or Family Trust of such Partner.

B. Effect of Assignment; Documents. In the event of any assignment or transfer by a Partner permitted hereunder, the Partnership shall not be dissolved or wound up but instead shall continue as before. No such assignment or transfer shall relieve the assignor from any of his or its obligations under this Agreement. Notwithstanding the foregoing, as a condition to any transfer or assignment by any Partner hereunder, the transferee or assignee must execute this Agreement (as amended) and agree to be bound by all of its terms and provisions.

12. Sale of Partnership Assets. No portion of the Partnership assets shall be sold, transferred, conveyed, encumbered or hypothecated except by the General Partner acting on behalf of the Partnership.

13. Dissolution of the Partnership.

A. No act, thing, occurrence, event or circumstance shall cause or result in the dissolution of the Partnership, except that the happening of any one of the following events shall work an immediate dissolution of the Partnership:

(1) The bankruptcy or dissolution of the General Partner which is not followed by an assignment of such General Partner's partnership interest permitted under Section 11 above (herein, a "Dissolution Event");

(2) The sale of all the assets of the Partnership (provided, however, that if a portion of the purchase price of such sale or sales is evidenced by a promissory note, the Partnership shall not be dissolved by reason of such sale so long as the Partnership is the holder of such promissory note);

(3) The agreement in writing of the General Partner to dissolve the Partnership; or

(4) The termination of the term of the Partnership pursuant to Section 2 of this Agreement.

Without limitation on the other provisions hereof, the admission of a new Partner shall not work the dissolution of the Partnership. Except as otherwise provided in this Agreement, each Partner agrees that, without the consent of the General Partner, a Partner may not cause a voluntary dissolution of the Partnership.

B. For purposes of this Agreement, the "bankruptcy" of a Partner shall be deemed to have occurred in the event of the commencement of a case by or against such Partner under Title 11 of the U.S. Code, as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy law or other similar law; provided, however, that in the event such case shall have been commenced involuntarily against such Partner, then no bankruptcy shall be deemed to have occurred unless such involuntary proceeding shall fail to have been discharged without such Partner having been adjudicated a bankrupt therein on or before that date which is one hundred twenty (120) days subsequent to the commencement of such case.

C. In the event of the dissolution of the Partnership for any reason, the "Winding-Up Partner" (which means the General Partner so long as no Dissolution Event shall have occurred with respect to the General Partner or, in the event a Dissolution Event shall have occurred with respect to the General Partner, then the General Partner's personal representative, successor or assign), shall commence to wind up the affairs of the Partnership and to liquidate its investments. The Partners shall continue to share income, gain, loss and distributable cash during the period of liquidation in the same manner and proportion as though the Partnership had not dissolved. Notwithstanding the terms and provisions of Section 12 above, the Winding-Up Partner shall have the full right and unlimited discretion to determine in good faith the time, manner and terms of any sale or sales of the Partnership property pursuant to such liquidation, having due regard to the activity and condition of the relevant markets and general financial and economic conditions.

D. Following the payment of all debts and liabilities of the Partnership and all expense of liquidation, and subject to the right of the Winding-Up Partner to set up such cash reserves as and for so long as he or it may deem reasonably necessary in good faith for any contingent or unforeseen liabilities or obligations of the Partnership, the proceeds of the liquidation and any other funds of the Partnership shall be distributed in accordance with Section 8 hereof (after deducting from the distributive share of a Partner any sum such Partner owes the Partnership).

E. Each Partner shall look solely to the assets of the Partnership for all distributions with respect to the Partnership and its capital contribution thereto and share of profits or losses thereof and shall have no recourse therefore against the other Partner(s); provided that nothing herein contained shall relieve any Partner of such Partner's obligation to make the capital contributions herein provided or to pay any liability or indebtedness owing the Partnership by such Partner, and the Partnership and

the other Partners shall be entitled at all times to enforce such obligations of such Partner. No holder of a Partnership interest shall have any right to demand or receive property other than cash upon dissolution and termination of the Partnership.

F. Upon the completion of the liquidation of the Partnership and the distribution of all Partnership funds, the Partnership shall terminate and the Winding-Up Partner shall have the authority to execute and record all appropriate documentation in connection therewith.

14. Notices. Any notice which a party is required or may desire to give the other parties shall be in writing, and may be personally delivered or given by United States registered or certified mail, return receipt requested, addressed to the party to whom such notice is directed at the address of such party hereinabove set forth or as set forth in a notice given to all parties hereto in the manner hereby provided. Any notice so given by United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail as registered or certified matter, addressed as above provided, with postage thereon fully prepaid. Any such notice not given by registered or certified mail as aforesaid shall be deemed to be given upon receipt of the same by the party to whom the same is to be given.

15. Miscellaneous. This Agreement may be amended by written agreement of amendment executed by all the Partners, but not otherwise. Each Partner hereby irrevocably waives any and all rights that he may have to maintain any action for partition of any of the Partnership property. This Agreement constitutes the entire agreement among the parties. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware. Except as herein otherwise specifically provided, this Agreement shall be binding upon and shall inure to the benefit of the parties and their legal representatives, successors and assigns. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held to be invalid, then the remainder of this Agreement, or the application of such provision to other persons or circumstances, shall not be affected thereby. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement. If the Partnership or any party obtains a judgment against any other party by reason of breach of this Agreement or failure to comply with the provisions hereof, a reasonable attorneys' fee as fixed by the court shall be included in such judgment. References herein to any gender shall include all genders and the neutral.

16. Death of Limited Partner. The death, legal incapacity, bankruptcy or dissolution of a Limited Partner shall not cause a dissolution of the Partnership, but the rights of such Limited Partner to share in the profits and losses of the Partnership and to receive distributions of Partnership funds shall, on the happening of such an event, devolve upon its personal representative or successor, subject to the terms and conditions of this Agreement, and the Partnership shall continue as a limited partnership. The successor of such Limited Partner shall be liable for all the obligations

of such Limited Partner. However, in no event shall such personal representative or successor become a substituted Limited Partner, except pursuant to and in accordance with the terms and provisions of Section 11 above.

17. Liability of General Partner. None of the General Partner nor any of its Affiliates shall be liable, responsible or accountable in damages or otherwise to the Partnership or any Partner for any action taken or failure to act on behalf of the Partnership within the scope of the authority conferred on the General Partner by this Agreement or by law unless such action or omission was performed or omitted fraudulently or in bad faith or constituted gross negligence or willful misconduct.

18. Indemnity of General Partner. The Partnership shall indemnify and hold the General Partner harmless from and against any loss, expense, damage or injury suffered or sustained by the General Partner by reason of any acts, omissions or alleged acts or omissions in its capacity as the General Partner hereunder arising out of its activities on behalf of the Partnership or in furtherance of the interests of the Partnership, including, but not limited to, any judgment, award, settlement, reasonable attorneys' fees and other costs and expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim; provided that the acts or omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claim is based were in good faith and were not performed or omitted fraudulently or in bad faith or as a result of gross negligence or willful misconduct.

19. Liability of Limited Partners. The Limited Partners shall have no personal liability whatever, whether to the Partnership, to the General Partner or to the creditors of the Partnership, for the debts of the Partnership or any of its losses. However, the foregoing shall not limit the personal liability of a Limited Partner for its obligations to the Partnership under this Agreement, including, but without limitation, under subsection 7B above, or to the Partnership, the General Partner or the creditors of the Partnership under any other agreement or instrument to which such Limited Partner may be a party.

20. Deficit Restoration. Notwithstanding any other provision of this Agreement to the contrary, upon liquidation of a Partner's interest (whether or not in connection with a liquidation of the Partnership), no Partner shall have any liability to restore any deficit in its capital account. In addition, no allocation to any Partner of any loss, whether attributable to depreciation or otherwise, shall create any asset of or obligation to the Partnership, even if such allocation reduces a Partner's capital account; it is also the intent of the Partners that no Partner shall be obligated to pay any such amount to or for the account of the Partnership or any creditor of the Partnership (however, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Limited Partner is obligated to make any such payment, such obligation shall be the obligation of such Limited Partner and not of the General Partner or of the Partnership). The obligations of the Partners to make contributions pursuant to subsection 7B above are for the exclusive benefit of the Partnership, and are not for the benefit of any creditor of the Partnership; and no such creditor is intended as a third party beneficiary

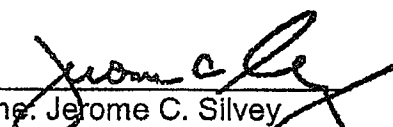
of this Agreement nor shall any such creditor have any rights hereunder, including, but without limitation, the right to enforce any capital contribution obligations of the Partners.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the first date written above.

General Partner: Hotel West Palm Beach GP, L.L.C.,
a Delaware limited liability company,

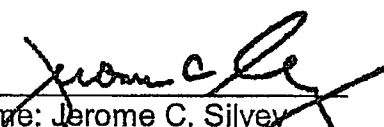
By: SHG SCG Ventures, L.P.,
its sole member,

By: SOF-IX SHG Holdings GP, L.L.C.,
its general partner,

By: 
Name: Jerome C. Silvey
Title: Executive Vice President

Limited Partner: SHG SCG Ventures, L.P.,
a Delaware limited partnership,

By: SOF-IX SHG Holdings GP, L.L.C.,
its general partner,

By: 
Name: Jerome C. Silvey
Title: Executive Vice President

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Foreign Limited Liability Company**

HOTEL WEST PALM BEACH GP, L.L.C.

Filing Information

Document Number	M14000002299
FEI/EIN Number	NONE
Date Filed	04/04/2014
State	DE
Status	ACTIVE

Principal Address591 W PUTNAM AVE
GREENWICH, CT 06830**Mailing Address**591 W PUTNAM AVE
GREENWICH, CT 06830**Registered Agent Name & Address**C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324**Authorized Person(s) Detail****Name & Address**

Title VP

SILVEY, JEROME C
591 W PUTNAM AVE
GREENWICH, CT 06830**Annual Reports**

No Annual Reports Filed

Document Images04/04/2014 -- Foreign Limited

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State of Florida, Department of State

Division of Corporations

Page 1 of 1

M14 00 0002299

Florida Department of State
Division of Corporations
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((H14000081054 3))



H140000810543AEOX

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To: Division of Corporations
Fax Number : (850) 617-6383

From: Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5368

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Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

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TALLAHASSEE, FLORIDA

Foreign Limited Liability Company
HOTEL WEST PALM BEACH GP, L.L.C.

Certificate of Status	0
Certified Copy	0
Page Count	05
Estimated Charge	\$125.00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

14 APR -4 PM 8:19

FILED

Electronic Filing Menu Corporate Filing Menu Help

J. Strivers APR 07 2014

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Hotel West Palm Beach GP, L.L.C.
Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Juan Martinez-Hill
Name of Person

Rinaldi, Finkelstein & Franklin, LLC
Firm/Company

591 West Putnam Avenue, 1st Floor
Address

Greenwich, Connecticut 06830
City/State and Zip Code

jmartinezhill@starwood.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Juan Martinez-Hill at (203) 422-7779
Name of Contact Person Area Code Daytime Telephone Number

MAILING ADDRESS:
Division of Corporations
Registration Section
P.O. Box 6327
Tallahassee, FL 32314

STREET ADDRESS:
Division of Corporations
Registration Section
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Enclosed is a check for the following amount:

- \$125.00 Filing Fee
- \$130.00 Filing Fee & Certificate of Status
- \$155.00 Filing Fee & Certified Copy
- \$160.00 Filing Fee, Certificate of Status & Certified Copy

FILED
 14 APR - 4 PM 9:19
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Hotel West Palm Beach GP, L.L.C.
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C.," or "LLC.")

2. Delaware 3. _____
(Jurisdiction under the law of which foreign limited liability company is organized) (FEI number, if applicable)

4. Upon filing
(Date first transacted business in Florida, if prior to registration. (See sections 605.0904 & 605.0905, F.S. to determine penalty liability).)

5. 591 West Putnam Avenue
Greenwich, Connecticut 06830
(Street Address of Principal Office)


6. 591 West Putnam Avenue
Greenwich, Connecticut 06830
(Mailing Address)

7. The name, title or capacity and address of the person(s) who has/have authority to manage is/are
Jerome C. Silvey, Executive Vice President

14 APR -4 AM 8:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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8: Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)


Signature of an authorized person

(In accordance with section 605.0903, F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.)

Jerome C. Silvey, Executive Vice President
Typed or printed name of signee

CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 605.0113 or 605.0902 (1)(d), FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

Hotel West Palm Beach GP, L.L.C.

If unavailable, the alternate to be used in the state of Florida is:

2. The name and the Florida street address of the registered agent and office are:

CT Corporation System
(Name)

1200 South Pine Island Road
Florida Street Address (P.O. Box NOT ACCEPTABLE)

Plantation FL 33324
City/State/Zip

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

14 APR -4 AM 8:19

FILED

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, Florida Statutes.

By: CT Corporation System

Madonna Cuddihy
(Signature)

Madonna Cuddihy
Special Assistant Secretary

- \$ 100.00 Filing Fee for Application
- \$ 25.00 Designation of Registered Agent
- \$ 30.00 Certified Copy (optional)
- \$ 5.00 Certificate of Status (optional)

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "HOTEL WEST PALM BEACH GP, L.L.C." IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTH DAY OF APRIL, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

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14 APR -4 AM 8:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



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Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1267181

DATE: 04-04-14



Detail by Entity Name

Foreign Limited Partnership

HOTEL WEST PALM BEACH, L.P.

Filing Information

Document Number B14000000063
FEI/EIN Number NONE
Date Filed 04/04/2014
State DE
Status ACTIVE

Principal Address

591 WEST PUTNAM AVENUE
GREENWICH, CT 06830

Mailing Address

591 WEST PUTNAM AVENUE
GREENWICH, CT 06830

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

General Partner Detail

Name & Address

Document Number M14000002299

HOTEL WEST PALM BEACH GP, L.L.C.
591 WEST PUTNAM AVENUE
GREENWICH, CT 06830

Annual Reports

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Document Images

04/04/2014 -- Foreign LP

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Florida Department of State
Division of Corporations
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Fax Number : (850)617-6383

From: Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850)222-1092
Fax Number : (850)878-5368

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After
LLC Registration
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Email Address: _____

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TALLAHASSEE, FLORIDA

FLORIDA/FOREIGN LP/LLLP
HOTEL WEST PALM BEACH, L.P.

Certificate of Status	0
Certified Copy	0
Page Count	05
Estimated Charge	\$1,000.00

2014 APR -4 AM 9:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
FILED

APR -7 2014

Electronic Filing Menu Corporate Filing Menu Help T CLINE

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Hotel West Palm Beach, L.P.
Name of Foreign Limited Partnership or Limited Liability Limited Partnership

The enclosed application, certificate of status and fees are submitted to register a foreign limited partnership or limited liability limited partnership to transact business in Florida.
Please return all correspondence concerning this matter to:

Juan Martinez-Hill
Contact Person
Rinaldi, Finkelstein & Franklin, LLC
Firm/Company
391 West Putnam Avenue, 1st Floor
Address
Greenwich, Connecticut 06830
City, State and Zip Code
jmartinezhill@starwood.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Juan Martinez-Hill at (203) 422-7779
Name of Contact Person Area Code and Daytime Telephone Number

Enclosed is a check for the following amount:

- \$1,000.00 Filing Fees (\$965 Filing Fee and \$35 Registered Agent Fee)
- \$1,006.75 Filing Fees and Certificate of Status
- \$1,032.50 Filing Fees and Certified Copy
- \$1,041.25 Filing Fee, Certified Copy, and Certificate of Status

STREET ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:
Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

FILED
 2014 APR -4 AM 9:54
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

APPLICATION BY FOREIGN LIMITED PARTNERSHIP OR LIMITED LIABILITY LIMITED PARTNERSHIP TO TRANSACT BUSINESS IN FLORIDA

1 Hotel West Palm Beach, L.P. (Name of Limited Partnership or Limited Liability Limited Partnership, which must include suffix) Acceptable Limited Partnership suffixes: Limited Partnership, Limited, L.P., LP, or Ltd. Acceptable Limited Liability Limited Partnership suffixes: Limited Liability Limited Partnership, L.L.L.P. or L.L.L.P.

If name unavailable, name under which the limited partnership or limited liability limited partnership proposes to register to transact business in Florida; must contain acceptable suffix.

2 Delaware State or Country of Formation 3 April 2nd, 2014 Date of Formation

4. Federal Employer Identification Number:

5. Name of Registered Agent for Service of Process and Florida Street Address:

CT Corporation System 1200 South Pine Island Road Plantation, Florida 33324

6. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

By: CT Corporation System Signature of Registered Agent Madonna Cuddihy Special Assistant Secretary

7. Principal Office: 591 West Putnam Avenue Greenwich, Connecticut 06830

8. Mailing Address: 591 West Putnam Avenue Greenwich, Connecticut 06830

9. If limited partnership is a limited liability limited partnership, check box.

10. Name, principal office address, and mailing address of each general partner: Hotel West Palm Beach GP, L.L.C. Name of General Partner: 591 West Putnam Avenue Street Address: Greenwich, Connecticut 06830 Mailing Address: 591 West Putnam Avenue Greenwich, Connecticut 06830

2014 APR 4 AM 9:54 SECRETARY OF STATE TALLAHASSEE, FLORIDA

Name of General Partner: _____ Name of General Partner: _____

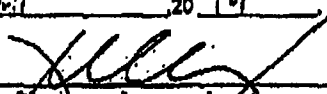
Street Address: _____ Street Address: _____

Mailing Address: _____ Mailing Address: _____

11. Effective date, if other than the date of filing: Upon filing.
(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)

12. Attached is a certificate of existence duly authenticated, not more than 90 days prior to the delivery of this application to the Florida Department of State, by the Secretary of State or other official having custody of the entity's records in the jurisdiction under the law of which it is organized.

Signed this 3rd day of April, 2014


Signature of a general partner
Jerome E. Silvey, Executive Vice President

The individual signing this document affirm that the facts stated herein are true and the individual is aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Filing Fees:	\$1,000.00 (\$965 Filing Fee and \$35 Registered Agent Fee)
Certified Copy (optional):	\$52.50
Certificate of Status (optional):	\$8.75

FILED
2014 APR -4 AM 9:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "HOTEL WEST PALM BEACH, L.P." IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTH DAY OF APRIL, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

2014 APR -4 AM 9 54
SECRETARY OF STATE
FALLAHASSEL, FLORIDA


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5509320 8300

140429157

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Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1267178

DATE: 04-04-14