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CORPORATION NAME (S) AND DOCUMENT NUMBER (S) if known:

Landcom Hospitality - II, INC

FILED
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TALLAHASSEE, FLORIDA

☐ Photocopy

☒ Certified Copy (2)

☐ CERTIFICATE OF STATUS

☒ CERTIFICATE OF GOOD STANDING (2)

☐ ARTICLES ONLY

☐ ALL CHARTER DOCS TO INCLUDE ARTS & AMENDS

☐ CERTIFICATE OF FICTITIOUS NAME

☐ FICTITIOUS NAME SEARCH

☐ CORP SEARCH

NEW FILINGS	
<input checked="" type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

\$ 70.00 - File
17.50 - CC (2)
17.50 - CGS (2)

\$ 105.00 - Attached

File lot

1/30/02

ARTICLES OF INCORPORATION
OF
LANDCOM HOSPITALITY - II, INC.

The undersigned, for the purpose of forming a corporation for profit under the laws of Florida, hereby adopt the following Articles of Incorporation:

ARTICLE I

Name

The name of the corporation is Landcom Hospitality - II, Inc.

ARTICLE II.

Principal Office

The principal office and mailing address of the corporation shall be 4314 Pablo Oaks Court, Jacksonville, Florida 32224.

ARTICLE III

Duration

This corporation shall exist perpetually. Corporate existence shall commence on the date these Articles are executed, except that if they are not filed by the Department of State of the State of Florida within five (5) days, exclusive of legal holidays after they are executed and acknowledged, corporate existence shall commence upon filing by the Department of State.

ARTICLE IV

Nature of Business

This corporation is organized for the purpose of transacting any or all lawful business.

ARTICLE V

Capital Stock

(a) Authorized Capital. The maximum number of shares of stock which this corporation is authorized to have outstanding at any one time is One Hundred (100) shares of common stock having a par value of \$1.00 per share.

(b) Preemptive Rights. Shareholders shall have no preemptive rights.

(c) Cumulative Voting. Cumulative voting shall not be permitted.

(d) Restrictions on Transfer of Stock. The shareholders may, by bylaw provision or by shareholders' agreement recorded in the minute book, impose such restrictions on the sale, transfer or encumbrance of the stock of this corporation as they may see fit.

ARTICLE VI Initial Registered Office and Agent

The street address of the initial registered office of this corporation is 4310 Pablo Oaks Court, Jacksonville, Florida 32224, and the name of the initial registered agent of this corporation at that address is Mary A. Toomey.

ARTICLE VII Directors

(a) Number. This corporation shall have three (3) directors initially, one of whom shall be an Outside Director, as defined in Section 11.4, during the time that the Article XI provisions are in effect. The Outside Director's sole power and authority shall be limited to approval of the corporation's actions pursuant to Section 11.2. The Outside Director's consent shall not be required for any other action of the Corporation and the outside director shall be expressly excluded from any required quorum, vote or any other requirement related to the other directors' approval of the Corporation's activities unrelated to the matters described in Section 11.2. The number of directors may be increased or diminished from time to time by the bylaws, but shall never be less than one.

(b) Initial Directors. The name and street address of the members of the first board of directors of the corporation are:

H. Kenneth O'Steen, Jr.
4314 Pablo Oaks Court
Jacksonville, Florida 32224

Mary A. Toomey
4314 Pablo Oaks Court
Jacksonville, Florida 32224

(c) Initial Outside Director. The initial Outside Director is:

Mark A. Ferrucci
c/o CT Corporation System
Corporate Trust Center
1209 Orange Street
Wilmington, Delaware 19801

(d) Compensation. The shareholders of this corporation shall have the exclusive authority to fix the compensation of directors of this corporation.

(e) Indemnification. The board of directors is hereby specifically authorized to make provision for indemnification of directors, officers, employees and agents to the full extent permitted by law; provided, however, that in no event shall any such indemnity constitute a claim against the corporation as long as the Conditions (as defined in Article XI below) are in effect.

ARTICLE VIII Bylaws

The initial bylaws of this corporation shall be adopted by the directors. Bylaws shall be adopted, altered, amended or repealed from time to time by either the shareholders or the board of directors, but the board of directors shall not alter, amend or repeal any bylaw adopted by the shareholders if the shareholders specifically provide that such bylaw is not subject to amendment or repeal by the directors.

ARTICLE IX Incorporator

The name and street address of the incorporator of this corporation is:

Mary A. Toomey
4314 Pablo Oaks Court
Jacksonville, Florida 32224

ARTICLE X
Amendment

This corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation and any rights conferred upon the shareholders are subject to this reservation.

ARTICLE XI
Special Provisions

Notwithstanding anything to the contrary contained in these Articles of Incorporation or the corporation's Bylaws, while (i) any amount under that certain loan (the "Loan") between RFS SPE 2000 LLC, a Virginia limited liability company, as borrower ("RFS"), and the Bank of America, as lender (the "Lender"), remains outstanding; (ii) there is a lease agreement in effect between American Premier Lodging, Ltd., a Florida limited partnership ("American Premier"), and RFS with respect to the Properties (as defined below); and (iii) the Properties continue to be encumbered by the security documents securing the Loan ((i), (ii) and (iii) are collectively referred to herein as the "Conditions"), the corporation shall abide by the following:

11.1. Separateness Covenants

The corporation shall for itself and shall cause American Premier to:

- (a) Enter into transactions with affiliates only on commercially reasonable terms similar to those in an arms length transaction.
- (b) Maintain its books and records separate and apart from any other person.
- (c) Maintain its bank accounts separate and apart from any other person.
- (d) Not commingle its assets with those of any other entity and hold all of its assets in its own name.
- (e) Conduct its own business in its own name.

- (f) Maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other entity and shall not have its assets listed on the financial statement of another entity.
- (g) File its tax returns separate and apart from those of any other entity, unless required by law to file a consolidated return.
- (h) Pay its own liabilities and expenses from out of its own funds.
- (i) Observe all corporate or partnership formalities, as applicable.
- (j) Pay the salaries of its own employees out of its own funds and maintain a sufficient number of employees in light of its contemplated business purposes.
- (k) Not guarantee or become obligated for the debts of any other entity or person.
- (l) Not hold out its credit as being able to satisfy the obligations of any other entity.
- (m) Not acquire the obligations or securities of its affiliates, owners, or members.
- (n) Not make loans to any other person or buy or hold evidence of indebtedness issued by any other person or entity.
- (o) Allocate fairly and reasonably any overhead expenses that are shared with affiliates, including the paying for office space.
- (p) Use separate stationery, invoices, and checks bearing its own name.
- (q) Not pledge its assets for the benefit of any other person.

- (r) Hold itself out as a separate entity, to correct any known misunderstandings regarding its separate identity, and shall not identify itself as a division of any other person or entity.
- (s) Maintain adequate capital in light of its contemplated business operations.
- (t) Not form, acquire, or hold any subsidiaries, other than the corporation's interest in American Premier.
- (u) Not dissolve, consolidate, liquidate, merge or sell all or substantially all of its assets.
- (v) Not incur indebtedness other than trade payables incurred in the ordinary course of business.
- (w) In the case of American Premier, limit its business activities solely to the operation of the Residence Inn and the Hampton Inn in Jacksonville, Florida, which property are to be operated pursuant to those certain Lease Agreements between American Premier and RFS (the "Properties") and activities that may be incidental, appropriate and necessary to the foregoing; and in the case of the corporation, limit its business activities to being a general partner of American Premier and activities that may be incidental, appropriate and necessary to the foregoing.
- (x) Not withdraw as a general partner of American Premier.
- (y) Hold not less than a one half percent (0.5%) general partnership interest in American Premier.
- (z) Not take any action that is reasonably likely to cause the corporation or American Premier to become insolvent.

11.2. Bankruptcy Actions

The corporation shall not take any of the following actions for itself or cause or permit American Premier to take any of the following, in each case, without (i) the affirmative vote of one hundred percent (100%) of the members of its Board of Directors,

specifically including the Outside Director; which Board of Directors (always containing one Outside Director as hereinafter defined), is required to consider the interests of the creditors of the corporation and RFS when conducting such vote; and (ii) except with respect to subparagraph (a), the consent of the Lender:

- (a) File or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; institute any proceeding under any applicable insolvency law or otherwise seek relief under any laws relating to the relief of debts or the protection of debtors generally,
- (b) Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or or any similar official for the corporation or a substantial portion of any of its properties.
- (c) Make an assignment for the benefit of the creditors of the corporation.
- (d) Take any action in furtherance of the foregoing subparagraphs (a) through (c).

11.3. Transfers

No direct or indirect transfer of ownership interest in the corporation or American Premier may be made such that the transferee possesses in the aggregate with the interests of all its affiliates and family members, more than a 49% interest in the corporation or American Premier, unless the holder of the Loan consents, which consent will be conditioned upon such holder's ability to obtain an acceptable non-consolidation opinion from RFS's counsel concerning such transferee and the RFS's ability to obtain confirmation from the applicable rating agencies that such transfer will not result in a qualification, withdrawal or downgrade of any securities rating with respect to the Loan.

11.4 Outside Director.

The corporation's Board of Directors shall at all times have at least one (1) director who is an "Outside Director". The

Outside Director shall mean, when used with respect to any Persons (as hereinafter defined and including, without limitation, any relative or spouse of such Person, or any relative of such spouse who has the same home as such Person) who:

(a) is in fact independent; and

(b) is not at the time of initial appointment and has not been at any time during the preceding five (5) years and will not be while serving:

(i) a stockholder, officer, director (other than as the Outside Director), employee or partner, attorney or counsel of the corporation, RFS or any affiliate of either of them;

(ii) a customer, supplier or other person who derives any of its purchases or revenues from its activities (other than in payment for its role as Outside Director or costs related thereto) with the corporation, RFS or any affiliate of either of them;

(iii) a person or other entity controlling or under common control with any such stockholder, partner, customer, supplier or other person (as used herein, the term "control" means the possession, directly or indirectly of the power to direct or cause the direction of management, policies or activities of a Person or entity, whether through ownership of voting securities, by contract or otherwise); or

(iv) a member of the immediate family or any such stockholder, officer, employee, partner, customer, supplier or other person.

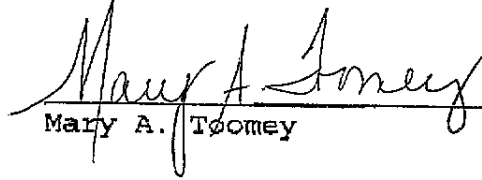
For the purposes of the definition of Outside Director, "Person" shall mean any individual, corporation, partnership, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of the foregoing. In the event of the death, incapacity,

registration or removal of an Outside Director, the corporation's Board of Directors shall promptly appoint a replacement Outside Director.

11.5. Amendments

While any amount remains outstanding, the corporation shall not amend Sections 11.1 - 11.5. without the consent of the holder of the Loan, which consent shall be conditioned only upon the ability of RFS to obtain confirmation from the applicable rating agencies that the amendment will not result in the qualification, withdrawal or downgrade of any securities rating on securities backed in whole or in part by the Loan. Notwithstanding anything to the contrary in these Articles of Incorporation, when the promissory note evidencing the Loan has been paid in full and all obligations of RFS under such promissory note have been satisfied, the corporation may thereafter amend these Articles of Incorporation without any notice to, or consent from, the Lender, the holder of the Loan, RFS, any rating agency or any other person.

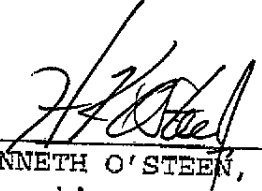
IN WITNESS WHEREOF, the incorporator has executed these Articles the 4th day of August, 2000.


Mary A. Toomey

**CERTIFICATION DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED**

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED:

LANDCOM HOSPITALITY -- II, INC., DESIRING TO ORGANIZE OR
QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL
PLACE OF BUSINESS IN THE CITY OF JACKSONVILLE, STATE OF FLORIDA,
HAS NAMED MARY A. TOOMEY LOCATED AT 4314 PABLO OAKS COURT,
JACKSONVILLE, FLORIDA 32224 AS ITS AGENT TO ACCEPT SERVICE OF
PROCESS WITHIN FLORIDA.


H. KENNETH O'STEEN, JR.
Its President

Dated: August 4, 2000

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I
HEREBY AGREE TO ACT IN THIS CAPACITY AND I FURTHER AGREE TO COMPLY
WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND
COMPLETE PERFORMANCE OF MY DUTIES.


MARY A. TOOMEY

Dated: August 4, 2000