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SERVICO MELBOURNE, INC.**

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SERVICO MELBOURNE, INC.

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION

Pursuant to the Florida Business Corporation Act (the "FBCA"), Servico Melbourne, Inc., a Florida corporation (the "Corporation"), hereby certifies that:

FIRST: The name of the Corporation is Servico Melbourne, Inc.

SECOND: The Corporation was originally incorporated in the State of Florida on August 11, 1994, and these Second Amended and Restated Articles of Incorporation shall amend, restate and supersede in their entirety any and all prior Articles of Incorporation and any and all amendments and restatements thereto filed with the State of Florida from the date of the Corporation's original incorporation through the date hereof.

THIRD: These Second Amended and Restated Articles of Incorporation were adopted by the Board of Directors of the Corporation on December 3, 2010, in the manner and by the vote required by the FBCA. These Second Amended and Restated Articles of Incorporation were approved by the shareholders of the Corporation by written consent, dated as of December 3, 2010, in accordance with the FBCA, and the written consents received for these Second Amended and Restated Articles of Incorporation by the shareholders of the Corporation were sufficient for approval.

FOURTH: The Articles of Incorporation are hereby amended and restated in their entirety to read as follows:

ARTICLE I

Name

The name of the corporation is Servico Melbourne, Inc. (the "Corporation").

ARTICLE II

Purpose

The purpose of the Corporation will be limited to: (a) acting as, and exercising all of the authority of, the general partner of Melbourne Hospitality Associates Limited Partnership, a Florida limited partnership (the "Borrower LP"), that owns that certain real property, together with all improvements thereon and all personal property owned in connection therewith, commonly known as the "Crowne Plaza Melbourne" located at 2605 N. A1A, Melbourne, Florida 32903 (the "Property") pursuant to the terms and conditions of the limited partnership agreement of the Borrower LP, and (b) transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing.

ARTICLE III

Capital Stock

The total number of shares of stock which the Corporation is authorized to issue is one thousand (1,000) shares of common stock, at a par value \$0.01 per share.

ARTICLE IV

Bylaws

In furtherance of, and not in limitation of, the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal the Bylaws of the Corporation or adopt new Bylaws, without any action on the part of the stockholders; provided, however, that no such adoption, amendment, or repeal shall be valid with respect to Bylaw provisions that have been adopted, amended, or repealed by the stockholders; and further provided, that Bylaws adopted or amended by the Board of Directors and any powers thereby conferred may be amended, altered, or repealed by the stockholders.

ARTICLE V

Directors

(a) The number of directors shall be at least three (3). The names of the directors who shall act until the next annual meeting or until a successor(s) is (are) elected and qualified are (i) Marc L. Lipshy, (ii) Daniel E. Ellis, and (iii) Clare McKenry (the "Independent Director" as defined below in Article VI). The directors may increase the number of directors and may fill any vacancy, whether resulting from an increase in the number of directors or otherwise, on the Board of Directors in the manner provided in the Bylaws.

(b) Election of directors need not be by written ballot unless the Bylaws shall so provide. No holders of Common Stock of the Corporation shall have any rights to cumulate votes in the election of directors.

ARTICLE VI

Single-Purpose Entity

Borrower LP is entering into and performing obligations under (i) the Amended and Restated Loan Agreement, dated on or about the date hereof (as same may be amended, restated or supplemented from time to time, the "Loan Agreement"), with CapitalSource Bank, a California industrial bank, as administrative agent on behalf of the Lenders (as defined in the Loan Agreement) (in such capacity, together with its successors and assigns in such capacity, "Lender"), (ii) the Mortgage and Security Agreement creating a lien on the Property in favor of Lender and (iii) any other Loan Documents (as such term is defined in the Loan Agreement) to which the Borrower LP is a party. Notwithstanding any provision hereof to the contrary and

until such time as all obligations of the Borrower LP arising under the Loan Documents have been indefeasibly satisfied in full, the Corporation:

(a) shall not engage in any business unrelated to the purpose described in Article II above;

(b) shall not have any assets other than its ownership interest in Borrower LP and personal property necessary or incidental to its ownership of such interests;

(c) shall have its own separate books, records, and accounts;

(d) shall observe corporate formalities, independent of any other entity;

(e) shall not (A) merge into or consolidate with any Person, (B) to the fullest extent permitted by law, seek the dissolution, termination, winding up or liquidation of the Corporation in whole or in part, (C) transfer or otherwise dispose of all or substantially all of its assets or (D) change its legal structure, or without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of its organizational documents (except, in each case, as may be expressly permitted by the Loan Documents);

(f) shall not fail to preserve its existence as an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or formation;

(g) shall not own, form or acquire any subsidiary or make any investment in any Person, other than the Corporation's ownership interests in Borrower LP;

(h) shall not commingle its funds or assets with those of any other Person (other than a Borrower SPE Party (as defined in the Loan Agreement));

(i) shall hold the Corporation's assets in its own name, other than in connection with a cash concentration account with a Borrower SPE Party, to the extent permitted under the Loan Documents;

(j) shall not have any debt other than Permitted Debt (as defined in the Loan Agreement);

(k) shall not fail to maintain its records, books of account and bank accounts separate and apart from those of any other Person, or fail to maintain such books and records in the ordinary course of its business;

(l) shall not be a party to any transaction with any equitable or beneficial owner, principal or Affiliate (as defined in the Loan Agreement) of the Corporation, as the case may be, any Guarantor (as defined in the Loan Agreement), or any equitable or beneficial owner, principal or Affiliate thereof, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arms-length basis with unrelated third parties;

(m) shall not fail to correct any known misunderstandings regarding the separate identity of the Corporation;

(n) shall not assume or guarantee or become obligated for the debts of any other Person, and shall not hold out its credit as being available to satisfy the obligations of any other Person (except for the obligations under the Loan Documents);

(o) shall not make any loans or advances to any Person (other than to a Borrower SPE Party), except for intercompany accounts or balances resulting from any cash concentration account with a Borrower SPE Party;

(p) shall (i) pay any taxes required to be paid by the Corporation under applicable law; or (ii) file its own tax returns or file a consolidated federal income tax return with its parent entities;

(q) shall conduct business only in its own name (except for services rendered under a hotel management agreement by a management entity and except for any tradenames or trademarks of the franchisor or licensor for the Property);

(r) shall maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations; provided, however, that the foregoing shall not obligate its shareholder to make a capital contribution, loan or advance of funds to the Corporation;

(s) shall continue to hold itself out as being separate and apart from any other Person, and shall not hold itself out as or be considered as a department or division of any other Person;

(t) (A) shall maintain its financial statements, accounting records and other entity documents separate from those of any other Person; (B) shall show, in its financial statements, its assets and liabilities separate and apart from those of any other Person; and (C) shall not permit its assets to be listed as assets on the financial statement of any other Person (except that the Corporation may be included in consolidated financial statements of another Person where required by GAAP) and, where so required, include a footnote to such financial statements noting the Corporation's ownership interest in the Properties and any other material assets;

(u) shall pay its debts and liabilities (including, the salaries of its own employees (if any) and a fairly-allocated portion of any personnel and overhead expenses that it shares with any other Person) from its own funds and assets or through the use of a cash concentration account with a Borrower SPE Party;

(v) shall maintain a sufficient number of employees (if any) in light of its contemplated business operations;

(w) shall allocate fairly and reasonably any overhead expenses that are shared with any other Person, including paying for office space and services performed by any employee of an Affiliate;

(x) shall not pledge its assets for the benefit of any other Person, other than pursuant to the Loan Documents and except for the Permitted Exceptions (as defined in the Loan Agreement);

(y) shall not acquire the obligations or securities (other than its ownership interests in Borrower LP) of any equitable or beneficial owner, principal or Affiliate of the Corporation, as the case may be, any Guarantor or any equitable or beneficial owner, principal or Affiliate thereof;

(z) shall maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person, except in connection with any cash concentration account with a Borrower SPE Party;

(aa) shall not have any obligation to indemnify its equitable or beneficial owners, as the case may be, provided that the Corporation is authorized to indemnify its directors, officers and other persons identified in Article IX below, subject to the indemnification and advancement of expenses being fully subordinated to the Corporation's obligations arising under the Loan Documents;

(bb) shall not have any of its obligations guaranteed by any equitable or beneficial owner, principal or Affiliate, except as provided by the Loan Documents;

(cc) shall not take for itself, or in its capacity as general partner of Borrower LP, any of the following actions without the prior unanimous written consent of its Board of Directors (and in all events including its Independent Director (defined below)): (i) file or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding involving any Borrower Party; institute any proceedings under any applicable insolvency law involving any Borrower Party; file an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally; (ii) seek, consent to or acquiesce to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for itself or any other Borrower Party; (iii) make an assignment of its assets for the benefit of its creditors; (iv) dissolve, merge, liquidate, consolidate with any Person; (v) sell all or substantially all of its assets; (vi) amend the provisions of this Article; or (vii) take any action in furtherance of the foregoing (the foregoing being referred to herein as "Material Actions");

(dd) shall have at least one (1) Independent Director, and the board of directors of the Corporation shall not take any Material Action either with respect to itself or Borrower LP, or any action requiring the unanimous affirmative vote of one hundred percent (100%) of the members of its Board of Directors, unless the Independent Director shall have participated in such vote and shall have voted in favor of such action.

As used herein, "Independent Director" means a natural person serving as a director of the Corporation who is not at the time of initial appointment, or at any time while serving in such capacity, and has not been at any time during the preceding five (5) years:

(i) a manager or director (other than in its capacity as an Independent Director of the Corporation or an Affiliate), officer, employee, trustee, trade creditor, customer, supplier, member (other than in its capacity as a special member of any Affiliate of the Corporation that is a special purpose limited liability company), attorney, counsel or shareholder (or spouse, parent, sibling or child of the foregoing) of (a) the Corporation, (b) a principal of the Corporation, (c) any equitable or beneficial owner, manager, principal or Affiliate of the Corporation or of a principal of the Corporation, or (d) any Affiliate of any equitable or beneficial owner, manager, or principal of the Corporation or of a principal of the Corporation; or

(ii) a creditor, customer, supplier or Person who derives any of its purchases or revenues from its activities with (a) the Corporation, (b) a principal of the Corporation, (c) any equitable or beneficial owner, manager, principal or Affiliate of the Corporation or of a principal of the Corporation, or (d) any Affiliate of any equitable or beneficial owner, manager, or principal of the Corporation or of a principal of the Corporation;

(iii) a Person or other entity Controlling (as defined in the Loan Agreement) or under common Control (as defined in the Loan Agreement) with any Person excluded from serving as Independent Director under subparagraph (i) or (ii); or

(iv) a member of the immediate family of any Person excluded from serving as Independent Director under subparagraph (i) or (ii).

A natural person who satisfies the foregoing definition other than subparagraph (ii) shall not be disqualified from serving as an Independent Director of the Corporation if such individual is an Independent Director provided by a nationally-recognized company that provides professional independent directors (a "Professional Independent Director") and other corporate services in the ordinary course of its business. A natural person who otherwise satisfies the foregoing definition other than subparagraph (i) by reason of being the independent director or manager of a "special purpose entity" that is an Affiliate of the Corporation shall not be disqualified from serving as an Independent Director if such individual is either (a) a Professional Independent Director or (b) the fees that such individual earns from serving as Independent Director of Affiliates of the Corporation in any given year constitute in the aggregate less than five percent (5%) of such individual's annual income for that year.

Notwithstanding any other provision hereof to the contrary, (i) no appointment of any successor Independent Director following the resignation, death or removal of any Independent Director shall be effective without the prior written consent of the Lender to such appointment, which consent shall not be unreasonably withheld, in the event that such Independent Director is a Professional Independent Director, and (ii) the Independent Director shall, to the fullest extent

permitted by law, consider the interests of the Corporation's creditors in connection with all actions.

As used herein, "Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

ARTICLE VII

Amendment

Subject to Article VI above, the Corporation shall have the right, subject to any express provisions or restrictions contained in the Articles of Incorporation or Bylaws of the Corporation, from time to time, to amend these Articles of Incorporation or any provision thereof in any manner now or hereafter provided by law, and all rights and powers of any kind conferred upon a director or stockholder of the Corporation by the Articles of Incorporation or any amendment thereof are conferred subject to such right.

ARTICLE VIII

Registered Office and Agent

The address of the Corporation's registered office in the State of Florida is 1200 South Pine Island Road, Plantation, FL 33324. The name of its registered agent at such address is CT Corporation System.

ARTICLE IX

Indemnification

The Corporation shall, to the fullest extent permitted by law, indemnify any and all officers and directors of the Corporation, and may, to the fullest extent permitted by law or to such lesser extent as is determined in the discretion of the Board of Directors, indemnify and advance expenses to any and all other persons whom it shall have power to indemnify, from and against all expenses, liabilities or other matters arising out of their status as such or their acts, omissions or services rendered in such capacities. Notwithstanding any provision hereof to the contrary, the foregoing indemnification and advancement of expenses shall be fully subordinated to Borrower LP's obligations arising under the Loan Documents.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned, for the purpose of amending and restating the Corporation's Articles of Incorporation pursuant to the Florida Business Corporation Act, executed these Second Amended and Restated Articles of Incorporation as of this 3rd day of December, 2010.

SERVICO MELBOURNE, INC.

By: Marc L. Lipshy
Marc L. Lipshy, President