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SERVICO HOTELS IV, INC.

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Amended and Restated
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SERVICO HOTELS IV, INC.
SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION

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

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

SECOND: The Corporation was originally incorporated in the State of Florida on November 9, 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 April 10, 2007 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 April 10, 2007, 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 and Address

The name of the Corporation is Servico Hotels IV, Inc. The address of the principal office and mailing address of the Corporation is 3445 Peachtree Road NE, Suite 700, Atlanta, GA 30326.

ARTICLE II

Purpose

Notwithstanding any provision hereof to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Corporation is to engage solely in the following activities:

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(i) To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with that certain parcel of real property, together with all improvements located thereon and all personal property owned in connection therewith, in the City of Santa Fe, State of New Mexico, currently commonly known as the "Holiday Inn Santa Fe" (the "Property").

(ii) To exercise all powers enumerated in the FBCA necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

ARTICLE III

Capital Stock

The aggregate number of shares which the Corporation shall have authority to issue is One Thousand (1,000) shares of common stock, all of which are to have a par value of One Cent (\$0.01) per share. The Board of Directors shall fix the consideration to be received for each share. Such consideration shall consist of any tangible or intangible property or benefit to the Corporation, including cash, promissory notes, services performed or written promises to perform services and shall have a value, in the judgment of the directors, equivalent to or greater than full par value of the shares.

ARTICLE IV

Bylaws

The power to alter, amend or repeal the Bylaws of the Corporation shall be vested in each of the Board of Directors and the Shareholders of the Corporation.

ARTICLE V

Indemnification

The Corporation shall indemnify any incorporator, officer or director, or any former officer or director of the Corporation, to the fullest extent permitted by law. The foregoing right of indemnification shall not be exclusive of any other rights to which any Director, officer, employee or agent may be entitled as a matter of law or which he may be lawfully granted. Notwithstanding any provision hereof to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Property, including, without limitation the first mortgage on the Property, and shall not constitute a claim against the Corporation in the event that cash flow is insufficient to pay such obligations.

ARTICLE VI

Amendment

The Corporation reserves to its shareholders the right to amend or repeal any provisions now or hereafter contained in these Second Amended and Restated Articles of Incorporation,

subject to the limitations set forth in these Second Amended and Restated Articles of Incorporation, including, without limitation, Article VIII. Subject to the foregoing, any rights which the Second Amended and Restated Articles of Incorporation may confer upon the Corporation may be modified or cancelled by a vote of the holders of a majority of the Corporation's stock entitled to vote thereon to amend or repeal said Second Amended and Restated Articles of Incorporation.

ARTICLE VII

Registered Office and Agent

The street address of the registered office in the State of Florida is 1200 South Pine Island Road, Plantation, Florida 33324. The name of the registered agent at such address is CT Corporation System. The Board of Directors may, from time to time, move the location of the registered office to any other address in Florida, and may from time to time, change the registered agent of the Corporation.

ARTICLE VIII

Single-Purpose Entity

A. Notwithstanding any provision hereof to the contrary and until such time as all obligations of the Corporation represented by that certain loan (the "Loan") from Goldman Sachs Commercial Mortgage Capital, L.P. (the "Lender", which term includes its transferees, successors and assigns and any future lender in connection with a loan) on or about the date of these Second Amended and Restated Articles of Incorporation, and any loan made in the future, in either case secured by, among other things, a mortgage, deed of trust, or deed to secure debt on the Property and such other properties as are more particularly described in the documents evidencing the Loan (collectively the "Loan Documents"), which Loan Documents shall include, without limitation, that certain Loan Agreement with the Lender (the "Loan Agreement"), are satisfied in full, the Corporation shall:

1. not engage in any other business unrelated to the those activities set forth in Article II above;
2. not own any assets other than the Property and incidental personal property related thereto;
3. not have any debt other than permitted debt as described in the Loan Agreement;
4. maintain books, accounts, records, financial statements, stationery, invoices and checks which are separate and apart from those of any other Person (except that such Person's financial position, assets, results of operations and cash flows may be included in the consolidated financial statements of an Affiliate of such Person in accordance with GAAP, provided that any such consolidated financial statements shall

contain a note indicating that such Person and its Affiliates are separate legal entities and maintain records, books of account separate and apart from any other Person);

5. be subject to and comply with all of the limitations on powers and separateness requirements set forth in these Second Amended and Restated Articles of Incorporation as of the closing date of the Loan;

6. hold itself out as being a Person separate and apart from each other Person and not as a division or part of another Person;

7. conduct its business in its own name (except for services rendered under a management agreement with an Affiliate, so long as the manager, or equivalent thereof, under such management agreement holds itself out as an agent of such Person);

8. exercise reasonable efforts to correct any misunderstanding actually known to it regarding its separate identity, and maintains an arm's-length relationship with its Affiliates;

9. pay its own liabilities out of its own funds (including the salaries of its own employees (if any)) and reasonably allocate any overhead that is shared with an Affiliate, including paying for shared office space and services performed by any officer or employee of an Affiliate;

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

11. conduct its business so that the assumptions made with respect to it which are contained in the nonconsolidation opinion provided in connection with the closing of the Loan shall at all times be true and correct in all material respects;

12. observe all applicable corporate formalities in all material respects;

13. not commingle its assets with those of any other Person other than another obligor under the Loan (an "Obligor") and holds such assets in its own name;

14. not assume, guarantee or become obligated for the debts of any other Person other than another Obligor, and does not hold out its credit as being available to satisfy the obligations or securities of any Person other than another Obligor;

15. not acquire obligations or securities of its shareholders, members or partners;

16. not pledge its assets for the benefit of any other Person other than another Obligor and shall not make any loans or advances to any Person;

17. maintain (as of the date hereof) and intend to maintain adequate capital in light of its contemplated business operations; provided, however, that the foregoing shall

not obligate any member, partner, or shareholder of such Person to make a capital contribution, loan or advances of funds to such Person; and

18. have at least one (1) Independent Director on its board of directors.

B. Notwithstanding any provision hereof to the contrary and until such time as all obligations of the Corporation represented by the Loan are satisfied in full, the Corporation shall not take or consent to any of the following actions except to the extent expressly permitted in these Second Amended and Restated Articles of Incorporation and the Loan Documents:

(a) the dissolution, liquidation, consolidation, merger or sale of all or substantially all of its assets;

(b) the engagement by the Corporation in any business other than the activities set forth in Article II above;

(c) the filing, or consent to the filing, of a bankruptcy or insolvency petition, any general assignment for the benefit of creditors or the institution of any other insolvency proceeding, or the seeking or consenting to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official in respect of the Corporation without the affirmative vote of the Independent Director; and

(d) any amendment or modification of any provision of Article VIII of these Second Amended and Restated Articles of Incorporation relating to qualification as a single-purpose entity.

C. For the purposes of this Article VIII, the following terms shall have the meanings set forth below:

"Independent Director" means an individual who is duly appointed as a member of the board of directors of the Corporation and who is not, and has never been, and will not while serving as Independent Director, be any of the following:

(i) a member, partner, equityholder, manager, director, officer or employee of any Obligor, any **"Single-Purpose Equityholder"** (as defined in the Loan Agreement) or any of their respective equityholders or Affiliates (other than as an independent director or manager of any Obligor or an Affiliate of any Obligor or any Single-Purpose Equityholder that is required by a creditor to be a single purpose bankruptcy remote entity);

(ii) a creditor, supplier or service provider (including provider of professional services) to any Obligor, any Single-Purpose Equityholder or any of their respective equityholders or Affiliates (other than a Person that serves as an independent director or manager of any Obligor or an Affiliate of any Obligor or any Single-Purpose Equityholder that is required by a creditor to be a single purpose bankruptcy remote entity);

(iii) a family member of any such member, partner, equityholder, manager, director, officer, employee, creditor, supplier or service provider; or

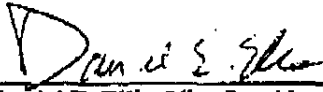
(iv) a Person that controls (whether directly, indirectly or otherwise) any of (i), (ii) or (iii) above.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, estate, trust, unincorporated association or governmental authority and any fiduciary acting in such capacity on behalf of any of the foregoing.

[Reminder of page left intentionally blank.]

IN WITNESS WHEREOF, the Corporation has caused these Second Amended and Restated Articles of Incorporation to be executed as of April 12, 2007.

SERVICO HOTELS IV, INC.

By: 
Daniel E. Ellis, Vice President and Secretary



CT

a Wolters Kluwer business

CT
1201 Peachtree Street NE
Atlanta, GA 30361

404 888 7796 tel
404 888 7795 fax
www.ctlegalsolutions.com

Registered Agent

The name of the registered agent for **Service Hotels IV, Inc.** is:

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

Having been named as the registered agent to accept service of process for the above state corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

CT Corporation System

Date: April 13, 2007

Jennifer F. Aultman, Vice-President