

Capital Services, Inc.

1400 Hays St., Suite 2

Tallahassee, FL 32301

(850) 878-4734

Kathi or Brent

Office Use Only

**CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):**

1. Servico Worcester, Inc. P95-31880  
(Corporation Name) (Document #)

2. \_\_\_\_\_  
(Corporation Name) (Document #)

3. \_\_\_\_\_  
(Corporation Name) (Document #)

4. \_\_\_\_\_  
(Corporation Name) (Document #)

☒ Walk in ☒ Pick up time 2/20

☒ Certified Copy

☐ Mail Out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

**NEW FILINGS**

☐ Profit

☐ Not for Profit

☐ Limited Liability

☐ Domestication

☐ Other

**AMENDMENTS**

☒ Amendment

☐ Resignation of R.A., Officer/Director

☐ Change of Registered Agent

☐ Dissolution/Withdrawal

☐ Merger

**OTHER FILINGS**

☐ Annual Report

☐ Fictitious Name

**REGISTRATION/QUALIFICATION**

☐ Foreign

☐ Limited Partnership

☐ Reinstatement

☐ Trademark

☐ Other

Examiner's Initials

2/20/02

**ARTICLES OF AMENDMENT TO  
AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
SERVICO WORCESTER, INC.**

FILED  
02 FEB 20 PM 1:25  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

SERVICO WORCESTER, INC. (the "Corporation") is a corporation duly organized and validly existing under the Florida Business Corporation Act and does hereby certify as follows:

I.

The name of the Corporation is SERVICO WORCESTER, INC.

II.

Article 2(a) of the Articles of Incorporation of the Corporation is amended to read as follows:

The purpose for which the Corporation is organized is limited to (i) acquiring, owning and holding a general partnership interest in Worcester Hospitality Associates Limited Partnership, a Florida limited partnership (the "Partnership"), pursuant to the terms and conditions of the Agreement of Limited Partnership of the Partnership, as may be amended from time to time (the "Partnership Agreement"); (ii) operating, using and managing, as general partner of the Partnership, that certain real property commonly known as the Marriott Worcester, located at 10 Lincoln Square, Worcester, Massachusetts (the "Property"); (iii) entering into and performing its obligations under any loan agreement relating to the financing or refinancing of the acquisition of the Property (the "Loan Agreement") which provides the lender thereunder with a first priority lien on the Property, the promissory note evidencing indebtedness underlying the Loan Agreement and the Mortgage, Security Agreement and Assignment of Leases and Rents or any other documents delivered as security for the indebtedness underlying the Loan Agreement (the "Mortgage") and any other documents securing such indebtedness and any related collateral documents, each as amended (or pursuant to a consent obtained in accordance with the terms thereof) (collectively, the "Loan Documents"); (iv) entering into a guarantee, and granting a lien on all of its assets, supporting the obligations of its parent, Lodgian, Inc., under the Revolving Credit and Guarantee Agreement, dated as of December 31, 2001 among Lodgian, Inc., as a debtor and a debtor-in-possession under Chapter 11 of the Bankruptcy Code and borrower, the subsidiaries of Lodgian, Inc. named therein, certain of which are debtors and debtors-in-possession under Chapter 11 of the Bankruptcy Code and a guarantor, the lenders party thereto and Morgan Stanley Senior Funding, Inc., as Administrative Agent and Collateral Agent (the "Credit Agreement"), the Security and Pledge Agreement, dated as of December 31, 2001 among Lodgian, Inc. and each of the direct and indirect subsidiaries of Lodgian, Inc. party thereto and Morgan Stanley Senior Funding, Inc., as collateral agent for the secured parties (the "Security Agreement"), and such other agreements, instruments, certificates and other documents as are specified or required by either the Credit Agreement or the Security Agreement or any Agent or Lender in connection therewith, each with all changes thereto and supplements, modifications, amendments and restatements thereof; and (v) transacting any and all lawful business for which a corporation may be incorporated under the laws of the State of Florida.

III.

The changes made by these Articles of Amendment shall be effective upon the filing of these Articles of Amendment with the Secretary of State of the State of Florida.

IV.

The amendment was unanimously adopted by the Corporation's sole shareholder and by the Corporation's board of directors on February 14, 2002.

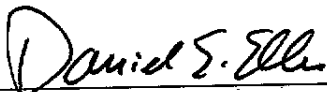
V.

These amendments were unanimously approved by the shareholders of the Corporation, upon the recommendation of the board of directors of the Corporation in accordance with the Florida Business Corporation Act.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be executed as of the 14th day of February, 2002.

SERVICO WORCESTER, INC.

By:   
Daniel E. Ellis  
Secretary