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SERVCO EAST WASHINGTON, INC.

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Amended & Restated

SERVICO EAST WASHINGTON, INC.

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

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

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

SECOND: The Corporation was originally incorporated in the State of Florida on June 20, 1995. The Corporation filed Articles of Amendment to Articles of Incorporation of the Corporation on February 20, 2002 with the Secretary of State of the State of Florida. These Amended and Restated Articles of Incorporation shall amend, restate and supersede in their entirety any and all prior Articles of Incorporation, as amended, including, without limitation, any Articles of Amendment or Certificates of Designation filed with the State of Florida from the date of the Corporation's original incorporation through the date hereof.

THIRD: These Amended and Restated Articles of Incorporation were approved by the Board of Directors of the Corporation on March 1, 2006 in the manner and by the vote required by the FBCA. The amendments were approved by the shareholders by written consent dated as of March 1, 2006, in accordance with Section 607.0704 of the FBCA, and the written consents received by the shareholders 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 East Washington, 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:

(i) To serve as the general partner of East Washington Hospitality Limited Partnership, a Florida limited partnership (the "Partnership").

(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 shall be of one class and 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, which shall have a value, in the judgment of the directors, equivalent to or greater than the full par value of the shares.

ARTICLE IV

Bylaws

The power to adopt, 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 full 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: (i) Any indemnification shall be fully subordinate to any obligation respecting the Property, including, without limitation, the 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 the right to amend or repeal any provisions contained in these Amended and Restated Articles of Incorporation, subject to the limitations set forth in these Amended and Restated Articles of Incorporation. Subject to the foregoing, any rights which these 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 this 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 12000 South Pine Island Road, Plantation, Florida 33224. 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

Special Purpose Entity

A. The Company shall be a Special Purpose Bankruptcy Remote Entity at all times that any amounts remain outstanding under the Loan.

B. When used in these Amended and Restated Articles of Incorporation, the following capitalized terms shall have the meanings set forth below:

(1) "*Affiliate*" means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such Person.

(2) "*Bankruptcy Action*" means, with respect to any Person, if such Person:

(a) makes an assignment for the benefit of creditors;

(b) files a voluntary petition in bankruptcy;

(c) is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceedings;

(d) consents to or files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;

(e) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any bankruptcy or insolvency proceedings;

(2) seeks, consents to or acquiesces in the appointment of a trustee, receiver, liquidator, sequestrator, custodian or any similar official of such Person or of all or any substantial part of its properties;

(3) on the one hundred twenty (120) days after the commencement of any proceeding against such Person seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed;

(4) within ninety (90) days after the appointment without such Person's consent or acquiescence of a trustee, receiver or liquidator of such Person or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within ninety (90) days after the expiration of any such stay, the appointment is not vacated or takes any action in furtherance of any of the foregoing.

(3) "*Control*" means with respect to any Person, either (i) ownership directly or indirectly of forty-nine percent (49%) or more of all equity interests in such Person or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, by contract or otherwise.

(4) "*Independent Director*" means a natural person who, for the five (5) year period prior to his or her appointment as Independent Director has not been, and during the continuation of his or her service as Independent Director is not, directly or indirectly:

(a) an employee, manager, stockholder, director, member, partner, officer, attorney or counsel of the corporation or any of its Affiliates (other than his or her service as an Independent Director of the corporation);

(b) a creditor, customer, supplier or other Person who derives any of its purchases or revenues from its activities with the corporation or any of its shareholders or Affiliates (other than his or her service as an Independent Director);

(c) a Person controlling or under common control with any such employee, manager, stockholder, director, member, partner, officer, attorney, counsel, customer, supplier or other Person; or

(d) any member of the immediate family (including a grandchild or sibling) of a person described in clauses (a), (b) or (c) immediately above. A natural person who otherwise satisfies the foregoing definition shall not be disqualified from serving as an Independent Director of the corporation because such person is an independent director of a "Special Purpose Bankruptcy Remote Entity" affiliate with the corporation that does not own a direct or indirect equity interest in the corporation or any entity that is a co-borrower with the corporation if such individual is an independent director provided by a nationally-recognized company that provides professional independent directors.

(55) "*Loan*" means the loan evidenced by that certain Loan Agreement between the [illegible] Airport [illegible], the Partnership, [illegible] Hotel [illegible] LLC and [illegible] Capital [illegible] dated as of the date hereof.

(56) "*Person*" means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other person or entity, and any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

(57) "*Principal*" means the maximum original principal amount of $32,160,000.

(58) "*Property*" means that certain improved real property located at [illegible]400 East Washington Street, Phoenix, Arizona.

(59) "*Special Purpose Bankruptcy Remote Entity*" means (x) a limited liability company that is a Single Member Bankruptcy Remote LLC or (y) a corporation, limited partnership or limited liability company which at all times on and after the date hereof:

(a) was and will be organized solely for the purpose of (A) owning the Property or (B) acting as a general partner of the limited partnership that owns the Property or member of the limited liability company that owns the Property;

(b) will not engage in any business unrelated to (A) the ownership of the Property, (B) acting as general partner of the limited partnership that owns the Property or (C) acting as a member of the limited liability company that owns the Property, as applicable;

(c) will not have any assets other than those related to the Property or its partnership or member interest in the limited partnership or limited liability company that owns the Property, as applicable;

(d) will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale (except as expressly permitted by this Agreement), transfer of partnership or membership interests or the like, or amendment of its limited partnership agreement, articles of incorporation, articles of organization, certificate of formation or operating agreement (as applicable);

(e) if such entity is a limited partnership, will have, as its only general partners, Special Purpose Bankruptcy Remote Entities that are corporations;

(f) if such entity is a corporation, will at all times have at least one Independent Director, and will not cause or allow the board of directors of such entity to take any action requiring the unanimous affirmative vote of one hundred percent (100%) of the members of its board of directors unless all of the directors and all Independent Directors shall have participated in such vote;

(g) if such entity is a limited liability company, will have at least one member that will be a Special Purpose Bankruptcy Remote Entity that is the managing member of such limited liability company;

(h) if such entity is a limited liability company, will have articles of organization, a certificate of formation and/or an operating agreement, as applicable, providing that (A) such entity will dissolve only upon the bankruptcy of the managing member, (B) the vote of a majority-in-interest of the remaining members is sufficient to continue the life of the limited liability company in the event of such bankruptcy of the managing member and (C) if the vote of a majority-in-interest of the remaining members to continue the life of the limited liability company following the bankruptcy of the managing member is not obtained, the limited liability company may not liquidate the Property without the consent of the applicable Rating Agencies for as long as the Loan is outstanding;

(i) without the unanimous consent of all of its partners, directors or members (including its Independent Directors and/or Independent Managers), as applicable, will not, with respect to itself or to any other entity in which it has a direct or indirect legal or beneficial ownership interest, take any Bankruptcy Action;

(j) will remain solvent and maintain adequate capital in light of its contemplated business operations;

(k) will not fail to correct any known misunderstanding regarding the separate identity of such entity;

(l) will maintain its accounts, books and records separate from any other Person and will file its own tax returns;

(m) will maintain its books, records, resolutions and agreements as official records;

(n) will not commingle its funds or assets with those of any other Person;

(o) will hold its assets in its own name;

(p) will conduct its business in its name only and will not use any trade name;

(q) will maintain its financial statements, accounting records and other entity documents separate from any other Person;

(r) will pay its own liabilities, including the salaries of its own employees, out of its own funds and assets;

(s) will observe all partnership, corporate or limited liability company formalities, as applicable;

(t) will maintain an arm's-length relationship with its Affiliates;

(u) will have no indebtedness other than unsecured trade payables in the ordinary course of business relating to the ownership and operation of the Property which do not exceed, at any time, $10,000 and are paid within thirty (30) days of the date incurred;

(v) will not assume or guarantee or become obligated for the debts of any other Person or hold out its credit as being available to satisfy the obligations of any other Person except for the Loan;

(w) will not acquire obligations or securities of its partners, members or shareholders;

(x) will allocate fairly and reasonably shared expenses, including shared office space, and use separate stationery, invoices and checks;

(y) except in connection with the Loan, will not pledge its assets for the benefit of any other Person;

(z) will hold itself out and identify itself as a separate and distinct entity under its own name and not as a division or part of any other Person;

(aa) will 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;

(bb) will not make loans to any Person;

(cc) will not identify its partners, members or shareholders, or any Affiliate of any of them as a division or part of it;

(dd) will not enter into or be a party to any transaction with its partners, members, shareholders or Affiliates except in the ordinary course of its business and on terms which are intrinsically fair and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party;

(ee) will have no obligation to indemnify its partners, officers, directors or members, as the case may be, or has such an obligation that is fully subordinated to the Debt and will not constitute a claim against it in the event that cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation; and

(ff) will consider the interests of its creditors in connection with all corporate, partnership or limited liability company actions, as applicable.

(C) Notwithstanding anything to the contrary contained herein, the obligation of the Corporation to indemnify any party hereunder shall, so long as there remains outstanding any indebtedness under the Loan, be fully subordinated to the Loan and shall not constitute a claim against the Corporation in the event that cash flow, after payment of debt service and other payments required under the Loan and all payments required in connection with the ownership, operation and maintenance of the Property, is insufficient to pay such obligations.

[Remainder of page intentionally left blank].

IN WITNESS WHEREOF, the Corporation has caused these Amended and Restated Articles of Incorporation to be executed as of March __, 2006.

SERVCO [illegible] WASHINGTON, INC.

By: ______________________
Daniel F. Ellis, Vice President and Secretary