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MERISTAR SOUTH SEAS COMPANY, INC.**

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SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
MERISTAR SOUTH SEAS COMPANY, INC. SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WITNESSETH:

Meristar South Seas Company, Inc., a corporation organized and existing under the laws of the State of Florida (the "Corporation"), hereby certifies as follows:

FIRST: The name of the Corporation is Meristar South Seas Company, Inc. The original Articles of Incorporation were filed in the office of the Secretary of State of the State of Florida on September 28, 1998 under the name Meristar South Seas Company, Inc.

SECOND: The Amended and Restated Articles of Incorporation were filed in the office of the Secretary of State of the State of Florida on February 24, 2006.

These Second Amended and Restated Articles of Incorporation have been duly adopted by the sole shareholder of the Corporation in accordance with Section 607.1006 of the Florida Business Corporation Act (the "Act"). These Second Amended and Restated Articles of Incorporation restate and amend the provisions of the Amended and Restated Articles of Incorporation in their entirety.

THIRD: The text of the Amended and Restated Articles of Incorporation is hereby amended and restated in its entirety to read as follows:

ARTICLE I

The name of the Corporation is Meristar South Seas Company, Inc.

ARTICLE II

The street address of the principal office and the mailing address of the Corporation are as follows:

c/o Blackstone Real Estate Acquisitions V L.L.C.
345 Park Avenue
New York, New York 10154

ARTICLE III

A The purposes for which the Corporation is organized are limited solely to: (a) serve as the general partner of Meristar South Seas Partnership, Limited Partnership, a Florida limited partnership (the "Partnership"), and (b) transacting any and all lawful business for which a corporation may be organized under the laws of the State of Florida that is incident, reasonable, necessary or appropriate for the accomplishment of any of the foregoing purposes.

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B Notwithstanding any other provision in these Second Amended and Restated Articles of Incorporation and any provision of law that otherwise so empowers the Corporation, for so long as any Obligation (as defined on Schedule A) remains outstanding, the Corporation shall, at all times:

1. other than as contemplated by the Loan Documents, maintain its own separate books and records and bank accounts and use separate invoices, stationary and checks bearing the Corporation's name and not bearing the name of any other entity unless such entity is clearly designated as being the Corporation's agent;
2. at all times hold itself out to the public and all other Persons (as defined on Schedule A) as a legal entity separate from its sole shareholder;
3. file its own tax returns, if any, as may be required under applicable law, except to the extent (1) required by law to file a consolidated return or returns or (2) disregarded for tax purposes and not required to file tax returns under applicable law;
4. except as contemplated by the Loan Documents, hold all of its assets in its own name and not commingle its assets with assets of any other Persons;
5. conduct its business in its own name and strictly comply with all organizational formalities to maintain its separate existence;
6. except as contemplated by the Loan Documents, pay its own liabilities only out of its own funds;
7. maintain an arm's length relationship with its Affiliates (as defined on Schedule A) and its sole shareholder and enter into transactions with Affiliates and its sole shareholder only on a commercially reasonable basis and (except for capital contributions and disbursements permitted under the Loan Documents, which shall be accurately reflected in the Corporation's books and records) on terms similar to those of an arm's length transaction;
8. except in connection with the Loan, not hold out its credit or assets as being available to satisfy the obligations of others;
9. allocate fairly and reasonably any overhead for shared office space with an Affiliate, including payment for shared office space, other services and the services performed by any employee of an Affiliate;
10. except as contemplated by the Loan Documents, not pledge its assets for the benefit of any other Person;
11. correct any known misunderstanding regarding its separate identity;
12. observe all Florida corporation formalities;

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13. except in connection with the Loan, not acquire the obligations or securities of its sole shareholder or its Affiliates;
14. cause the Officers, agents and other representatives of the Corporation to act at all times with respect to the Corporation consistently and in furtherance of the foregoing and in the best interests of the Corporation;
15. not identify any shareholder or Affiliates of a shareholder as a division or a part of the Corporation;
16. remain solvent and pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due, and 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 in no event shall the foregoing ever be construed to require equity contributions to be made by any of the direct or indirect holders of any shares in the Corporation);
17. pay or cause to be paid its own liabilities and expenses, including, but not limited to, the salaries of its own employees (if any), out of its own funds and assets;
18. conduct business, hold itself out and identify itself as a separate and distinct entity under its own name or in a name franchised or licensed to it by a Person other than an Affiliate of the Corporation and not as a division or part of any other Person; and
19. maintain financial statements, accounting records and other entity document separate from any other Person and not permit its assets to be listed as assets on the financial statement of any other entity except as required by GAAP, provided, however, that the Corporation's assets may be included in a consolidated financial statement of its Affiliate provided that (1) appropriate notations shall be made on such consolidated financial statements to indicate the separateness of the Corporation from such Affiliate and to indicate that the Corporation's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other person and (2) such assets shall also be listed on the Corporation's own separate balance sheet; and
20. to the fullest extent permitted by law, the sole shareholder shall consider the economic interests of its creditors in connection with all corporate actions that are related to a Bankruptcy of the Corporation.

C Notwithstanding any other provision of these Second Amended and Restated Articles of Incorporation or any provision of law to the contrary, for so long as any Obligation remains outstanding, the Corporation shall not:

1. to the fullest extent permitted by law, dissolve, merge, liquidate or consolidate with any other Person;

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2. except as other permitted in the Loan Documents, sell all or substantially all of its assets or the assets of any other entity in which it has a direct or indirect legal or beneficial ownership interest;

3. engage in any other business activity, other than as permitted pursuant to the Loan Documents, or amend its organizational documents with respect to the matters set forth in Article III Sections (B) and (C) herein without the consent of the Administrative Agent (as defined on Schedule A); or

4. file a bankruptcy or insolvency petition or otherwise institute insolvency proceedings with respect to itself or to any other entity in which it has a direct or indirect legal or beneficial ownership interest or is the direct or indirect general partner or manager without the affirmative vote of all of the members of the Board of Directors of the Corporation.

D Notwithstanding any other provision of these Second Amended and Restated Articles of Incorporation or any provision of law to the contrary, for so long as any Obligation remains outstanding, no obligation of the Corporation to indemnify its directors and/or officers shall constitute a claim against the Corporation.

ARTICLE IV

A Number of Shares. The total number of shares of capital stock which the Corporation shall have authority to issue is 900 shares of common stock par value \$0.01 per share (the "Common Stock").

B Common Stock.

1. Dividends; Liquidation; Voting. The holders of Common Stock shall be entitled to receive dividends when, as and if declared by the Board, out of funds legally available for the payment of dividends. Nothing herein contained shall in any way or under any circumstances be construed or deemed to require the Board of Directors to declare, or the Corporation to pay or set apart for payment, any dividends on shares of the Common Stock at any time. In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the affairs of the Corporation or upon the distribution of its assets, the assets of the Corporation available for payment and distribution to holders of Common Stock shall be distributed ratably among the holders of Common Stock at the time outstanding. The shares of Common Stock shall entitle the holders thereof to one vote per

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share. The shares of Common Stock shall not entitle the holders thereof to preference, conversion, exchange, redemption or preemptive rights of any kind.

2. Issuance of Additional Shares. The Corporation may not issue any shares of Common Stock or other equity securities of the Corporation, without the approval of holders of shares of Common Stock representing at least a majority of the outstanding voting power entitled to vote thereon.

ARTICLE V

The registered office shall be located at c/o JDW, 201 South Biscayne Blvd., Suite 1500, Miami, Florida 33131. The name of its registered agent at such address is Corporation Company of Miami.

ARTICLE VI

A Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in Article VI Section (H), the Corporation shall be required to indemnify a Covered Person in connection with a proceeding (or part thereof) commenced by such Covered Person only if the commencement of such proceeding (or part thereof) by the Covered Person was authorized in the specific case by the Board of Directors.

B Prepayment of Expenses. The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Article V or otherwise.

C Claims. If a claim for indemnification (following the final disposition of such action, suit or proceeding) or advancement of expenses under this Article VI is not paid in full within thirty days after a written claim therefor by the Covered Person has been received by the Corporation, the Covered Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

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D Nonexclusivity of Rights. The rights conferred on any Covered Person by this Article VI shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, provision of these Amended and Restated Articles of Incorporation, the Bylaws of the Corporation, agreement, vote of stockholders or disinterested directors or otherwise.

E Other Sources. The Corporation's obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced by any amount such Covered Person may collect as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, enterprise or non-profit enterprise.

F Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article VI shall not adversely affect any right or protection hereunder of any Covered Person in respect of any act or omission occurring prior to the time of such repeal or modification.

G Other Indemnification and Prepayment of Expenses. This Article VI shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

H Subordination. Notwithstanding anything to the contrary in these Second Amended and Restated Articles of Incorporation, any right to indemnification from the Corporation shall be fully subordinate to the Obligations.

ARTICLE VII

A The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The number of Directors shall be determined from time to time by a resolution of the Board of Directors, provided, however, so long as any Obligation remains outstanding, the total number of Directors shall never be less than three (3). The election of directors need not be by ballot unless the Bylaws shall so require.

B In furtherance and not in limitation of the powers conferred by the laws of the State of Florida, the Board of Directors is expressly authorized to make, alter and repeal the Bylaws of the Corporation, subject to the power of the stockholders to alter or repeal any bylaw whether adopted by them or otherwise. The Bylaws of the Corporation may be amended or repealed upon the approval of (i) at least a majority of the directors entitled to vote thereon or (ii) holders of Common Stock representing at least a majority of the outstanding voting power entitled to vote thereon.

C The names and addresses of the officers and directors of the Corporation, are as follows:

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<u>Name and Address</u>	<u>Title</u>
Glenn Alba c/o Blackstone Real Estate Acquisition V L.L.C. 345 Park Avenue New York, NY 10154	Managing Director and Vice President
Michael Lascher c/o Blackstone Real Estate Acquisition V L.L.C. 345 Park Avenue New York, NY 10154	Managing Director and Vice President
Dennis McDonagh c/o Blackstone Real Estate Acquisition V L.L.C. 345 Park Avenue New York, NY 10154	Senior Managing Director, Vice President, Treasurer and Secretary

ARTICLE VIII

A director of this Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the Act as the same exists or may hereafter be amended. Any repeal or modification of the immediately preceding sentence shall not adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any act or omission occurring prior to such repeal or modification.

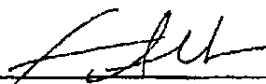
These Second Amended and Restated Articles of Incorporation have been duly adopted in accordance with the provisions of the Florida Business Corporation Act by the written consent of the holders of a majority of the outstanding shares of the Corporation on May 9, 2013. The number of votes cast was sufficient for approval.

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IN WITNESS WHEREOF, the undersigned has made, signed and acknowledged these Articles the 9th day of May, 2013.

Dated: May 9, 2013



Glenn Alba, Managing Director and Vice
President

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ACCEPTANCE OF REGISTERED AGENT

Having been named registered agent for the above-stated corporation, at the designated registered office, the undersigned hereby accepts said appointment and agrees to comply with the provisions of all statutes relative to keeping open said office. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of the undersigned's duties and the undersigned is familiar with and accepts the obligations of the undersigned's position as registered agent.

DATED THIS 9th DAY OF MAY, 2013.

CORPORATION COMPANY OF MIAMI

By: 

Print Name:

R. J. SALAS

Print Title:

PRESIDENT

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Schedule A

When used in these Second Amended and Restated Articles of Incorporation, the following terms not otherwise defined herein shall have the following meanings:

"Administrative Agent" shall have the meaning ascribed thereto in the Loan Agreement.

"Affiliate" shall have the meaning ascribed thereto in the Loan Agreement.

"Lender" means General Electric Capital Corporation together with its successors and assigns.

"Loan" means all loans, including mortgage loans and mezzanine loans, made by Lender to the Mortgage Borrowers and certain Affiliates of the Mortgage Borrowers in accordance with the terms, conditions and provisions of the Loan Documents.

"Loan Agreement" means one or more loan agreements or similar instruments evidencing all or any portion of the Loan by and between the Mortgage Borrowers and certain Affiliates of the Mortgage Borrowers and Lender, as each may be amended, restated, modified or supplemented from time to time.

"Loan Documents" shall have the meaning ascribed thereto in the Loan Agreement.

"Mortgage Borrower" shall have the meaning ascribed thereto in the Loan Agreement.

"Obligation" shall mean the indebtedness, liabilities and obligations of the Corporation under or in connection with the Loan Documents to which the Corporation is a party or in effect as of any date of determination.

"Person" shall have the meaning ascribed thereto in the Loan Agreement.

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