

V65319

Sumate Resour

Requestor's Name

Address

City/State/Zip

Phone #

Office Use Only

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

1. Manassas Inn Co
(Corporation Name) (Document #) 500002825375--0
-03/31/99--01084--003
*****87.50 *****43.75
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

- ☒ Walk in ☐ Pick up time _____ ☒ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Statute

*Amended &
Restated
Articles*

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

99 MAR 31 PM 3:41

FILED

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input checked="" type="checkbox"/>	Amendment <i>Restated</i>
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

*X00789, 00524
00672*

DR

3/31/99

**RESTATED ARTICLES OF INCORPORATION
OF
MANASSAS INN CO.**

99 MAR 31 PM 3:41
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This Restated Articles of Incorporation ("Amended Articles") amends and restates the Articles of Incorporation of MANASSAS INN CO. filed with the Secretary of State of Florida on September 21, 1992, Document Number V65319, as amended by Articles of Amendment filed with the Secretary of State of Florida on June 18, 1995 (the Articles of Incorporation, as amended, collectively referred to as the "Original Articles") and is done in accordance with the requirements of Florida Statute 607.1007, and Florida Statute 607.1003.

ARTICLE I - NAME

The name of this Corporation is MANASSAS INN CO., and its address is 270 NE 4th Street, Miami, Florida 33132.

ARTICLE II - DURATION

This Corporation shall have perpetual existence commencing on September 21, 1992.

ARTICLE III - PURPOSE

Except as provided in Article XII, this Corporation may engage in any activity or business permitted under the laws of the United States and of the State of Florida.

ARTICLE IV - CAPITAL STOCK

This Corporation is authorized to issue 20,000 shares of one (\$.01) penny par value common stock, which shall be designated "Common Shares."

ARTICLE V - REGISTERED OFFICE AND AGENT

The name of the registered agent of this Corporation is Corporation Company of Miami, and its address is 201 S. Biscayne Boulevard, 1600 Miami Center, Miami, Florida 33131.

ARTICLE VI - BOARD OF DIRECTORS

The number of Directors may be increased or decreased from time to time by the By-Laws but shall never be less than three (3). The name and address of the Directors are:

<u>NAME</u>	<u>ADDRESS</u>
Maurizio Micangeli	270 NE 4th Street Miami, FL 33132
Claudio Tupini	270 NE 4th Street Miami, FL 33132
Antonio Corbeddu	270 NE 4th Street Miami, FL 33132
M.L. Dayton	270 NE 4th Street Miami, FL 33132
Roger Friedbauer	1500 Miami Center 201 S. Biscayne Blvd. Miami, FL 33132
Richard F. LaRoche, Jr.	270 NE 4th Street Miami, FL 33132

ARTICLE VII - APPROVAL OF CERTAIN ACTIONS BY SHAREHOLDERS

Definitions. For purposes of this Article VII, certain capitalized terms shall have the meanings set forth below:

"Related Party Transaction" means: (i) a purchase, sale, lease, agreement, transfer or other transaction between this Corporation or its Subsidiaries and any Shareholder or any of their Affiliates; (ii) the payment of any salary, consulting fees, commissions, rebates, management fees or other compensation of any kind by this Corporation or its Subsidiaries, to any Shareholder or any of their Affiliates; and (iii) any purchase, sale, lease, agreement, transfer or other transaction, between the Corporation or its Subsidiaries, and any other party, in which the other party pays, directly or indirectly, any commission, rebate, finder's fee or other compensation of any kind to any Shareholder or any of their Affiliates.

"Affiliate" means: (i) any officer, director, shareholder or representative of any Shareholder; (ii) any corporation, partnership, trust or other entity controlled by, controlling, or under common control with, any Shareholder, and any officer, director, partner, trustee or shareholder thereof; or (iii) any member of the immediate families (including spouses, ancestors, siblings and lineal descendants) of any of the foregoing persons.

"Control" means the beneficial ownership, directly or indirectly, of fifty percent (50%) or more of the equity interest or voting power in any entity.

"Subsidiary" means any corporation controlled by this Corporation.

"Shareholder" means the owner of any of the Common Stock.

1. Required Shareholder Approval. This Corporation shall not be authorized to take any of the following actions without the prior approval of the holders of eighty percent (80%) or more of the issued and outstanding shares of the Common Stock of this Corporation:

(i) Confess a judgment, or settle or compromise any claim or suit against this Corporation, the amount of which exceeds \$10,000.

(ii) Sell, pledge, mortgage, lease or otherwise transfer any real property of this Corporation (including any interest in any hotels owned by the Corporation).

(iii) Sell, pledge, mortgage, lease or otherwise transfer any asset of this Corporation with a fair market value in excess of \$25,000.

(iv) Incur any obligation or indebtedness, borrow money, lend money, or make, execute or deliver any note, bond, mortgage, deed of trust, guarantee, indemnity bond, surety bond or accommodation paper or accommodation endorsement, except for trade or supplier payables incurred in the ordinary course of business.

(v) Carry out or enter into any Related Party Transaction.

(vi) Purchase, lease or otherwise acquire any interest in any real or personal property, whether tangible or intangible, with a cost to this Corporation of more than \$25,000, other than the replacement of furniture, fixtures, equipment and furnishings, in the ordinary course of business, at any hotel owned by this Corporation.

(vii) Authorize or approve the issuance or sale of any capital stock of this Corporation, and any rights, options, and warrants to purchase capital stock of this Corporation.

(viii) Declare or pay any cash, stock or other dividend or distribution to the Shareholders.

(ix) Enter into any contract, lease, agreement or commitment which has a term of more than one (1) year or is outside the scope of the business of this Corporation (which is the ownership and operation of hotels).

(x) Amend these Amended Articles or the By-Laws of this Corporation.

(xi) Merge or consolidate this Corporation, or exchange the shares of this Corporation for shares of any other entity.

(xii) Create any Subsidiary of this Corporation.

(xiii) Appoint or remove any officer of this Corporation, or change the title, duties, salary or other compensation of any such officer.

(xiv) Authorize any action by this Corporation, in its capacity as a shareholder of its Subsidiaries (including any vote of any shares in any such Subsidiary with respect to any matter requiring shareholder approval).

(xv) Voluntarily dissolve, liquidate or windup the affairs of the Corporation, except as provided in this Article VII, Section 2.

(xvi) Change the location of the Corporation's executive offices or the Corporation's accountants or legal counsel.

2. Resolution of Deadlock.

(a) For purposes of this Article VII, a "Deadlock" will mean the failure of the holders of 80% of the issued and outstanding shares of the Corporation to approve a matter, which pursuant to the provisions of § 1 of this Article VII, requires the affirmative vote of 80% of the issued and outstanding shares of the Corporation at two meetings of the Shareholders called to consider such matter, whether such failure to approve such matter occurs as a result of the failure to have a quorum at such shareholder's meeting, or because the matter did not receive the affirmative vote of the holders of 80% of the issued and outstanding shares of the Corporation. The second of such shareholders meetings shall be scheduled for a minimum of 60 days after the first of such shareholder meetings.

(b) If: (i) a Deadlock occurs, any stockholder or stockholders owning not less than twenty per cent (20%) of the issued and outstanding shares of the Common Stock may petition the Circuit Court to cause the dissolution of this Corporation by filing an action in the Circuit Court of the county where this Corporation's executive offices or registered agent are located, naming this Corporation as a party to such action, and requesting that this Corporation be dissolved; provided, however, that this section shall not be operative during the period of time that Article XII is in full force and effect.

(c) The Court, upon finding that the grounds for dissolution as set forth herein are fulfilled, shall order the dissolution of this Corporation, and appoint a receiver with full power and authority to liquidate and dissolve this Corporation and to manage all of its affairs pending such liquidation and dissolution, which receiver shall have the same powers as a receiver appointed pursuant to Florida Statutes, § 607.1432. The court is requested to appoint Roger Friedbauer to serve as the receiver. If Mr. Friedbauer is unwilling or unable to serve, then the court is requested to appoint the auditor of the Corporation. If the auditor of the Corporation is unwilling or unable to serve, then the court is requested to appoint as receiver a person or entity with significant experience in the ownership and management of hotels.

(d) Any receiver appointed shall be under no constraint to liquidate the assets of the Corporation and dissolve the Corporation by a fixed date, but shall take such time as may be

necessary and prudent for the orderly liquidation of the assets of the Corporation, and to maximize prices for assets being sold, taking into consideration that significant assets are not liquid."

ARTICLE VIII - BY-LAWS

The By-Laws of this Corporation may be adopted, altered, amended or repealed by either the Shareholders or Directors of the Corporation.

ARTICLE IX - INDEMNIFICATION

Subject to the limitations set forth in Article XII, this Corporation shall indemnify any Officer or Director, or any former Officer or Director, to the fullest extent permitted by law. A director shall, in the performance of his duties, be fully protected in relying in good faith upon the records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees of the Board of Directors, or by any other person as to matters the director reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

To the fullest extent permitted by the General Corporation Law of the State of Florida, as the same exists or may hereafter be amended, a Director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a Director, except (i) for any breach of the Director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the director derived an improper personal benefit. Any repeal or modification of this Article IX shall not adversely affect any right or protection of a Director of the Corporation existing at the time of such repeal or modification.

ARTICLE X - PREEMPTIVE RIGHTS

Every Shareholder, upon the sale for cash of any new stock of this Corporation of the same kind, class or series as that which he already holds, shall have the right to purchase his pro rata share thereof (as nearly as may be done without issuance of fractional shares) at the price at which it is offered to others.

ARTICLE XI - INCORPORATOR

The name of the person signing these Amended Articles is Roger Friedbauer, and his address is 201 S. Biscayne Boulevard, 1600 Miami Center, Miami, Florida 33131.

ARTICLE XII - MISCELLANEOUS PROVISIONS
EFFECTIVE SO LONG AS MORTGAGE LOAN OUTSTANDING

The Corporation is about to or has borrowed the sum of Two Million Seven Hundred Seventeen Thousand Dollars (\$2,717,000.00) (the "Mortgage Loan") from Prudential Mortgage Capital Company, LLC, together with its successors or assigns (the "Lender"), evidenced by a note and secured by a mortgage and security agreement (collectively the "Loan Documents") on certain property described on Exhibit "A" annexed hereto ("Mortgaged Property") of the Corporation, and until the Mortgage Loan has been fully paid and satisfied, the following provisions of this Article XII shall remain in full force and effect. Upon such date that the Mortgage Loan has been fully paid and satisfied, the provisions of this Article XII shall no longer be in full force and effect.

1. The sole purpose of the corporation is to acquire, own, hold, maintain and operate the Days Inn Manassas located at 10653 Balls Ford Road, Manassas, Virginia (the "Project"), together with such other activities as may be necessary or advisable in connection with the ownership of the Project. Notwithstanding anything contained herein to the contrary, the Corporation shall not engage in any business, and it shall have no purpose, unrelated to the Project and shall not acquire any real property or own assets other than those related to the Project and/or otherwise in furtherance of the purposes of the Corporation.
2. The Corporation shall at all times observe the applicable legal requirements for the recognition of the Corporation as a legal entity separate from any Affiliates (as defined below), including, without limitation, as follows:

(a) At least one (1) of the Directors of the Corporation shall be an Independent Director. Independent Director means a person who (i) except in the capacity as a Director of the Corporation, is not an employee, consultant, agent, director of the Corporation or any Affiliate, or a former employee, director or shareholder of the Corporation or any Affiliate, (ii) is not a spouse, child, grandchild or sibling of any of (i) above, (iii) is not (and is not affiliated with an entity that is) a significant advisor or consultant to the Corporation, (iv) is not affiliated with a company of which the Corporation is a significant customer or supplier and (v) has not yet received, and was not a partner, member or an employee of an entity that received, in any year within the five years immediately preceding or any years during such person's incumbency as a director, fees or other income from, the Corporation or any Affiliate of those entities in the aggregate in excess of 1% of the gross income, for any applicable year, of such person, firm or business. For purposes of this definition, "significant," with respect to any relationship between two Persons shall mean any transaction, services of transactions or relationship involving more than the lesser of (a) \$60,000 per calendar year or (b) ½ of 1% of either Person's annual income. In the event of the death, incapacity, resignation or removal of an Independent Director, the Board of Directors shall promptly appoint a replacement Independent Director. In addition, no Independent Director may be removed unless his or her successor has been appointed.

(b) The Corporation shall maintain its principal executive office and telephone and facsimile numbers separate from that of any Affiliate and shall conspicuously identify

such office and numbers as its own. Additionally, the Corporation shall use its own separate stationery, invoices and checks which reflects its separate address, telephone number and facsimile number, as appropriate.

(c) The Corporation shall maintain its corporate records and books and accounts separate from those of any Affiliate or any other entity. The Corporation shall prepare unaudited quarterly and annual financial statements, and the Corporation's financial statements shall substantially comply with generally accepted accounting principles.

(d) The Corporation shall maintain its own separate bank accounts, payroll and correct, complete and separate books of account.

(e) The Corporation shall hold itself out to the public (including any Affiliate's creditors) under the Corporation's own name and as a separate and distinct corporate entity and not as a department, division or otherwise of any Affiliate.

(f) All customary formalities regarding the corporate existence of the Corporation, including holding meetings of or obtaining the consent of its Board of Directors, as appropriate, and its stockholders and maintaining current and accurate minute books separate from those of any Affiliate, shall be observed.

(g) The Corporation shall act solely in its own corporate name and through its own duly authorized officers and agents. No Affiliate shall be appointed or act as agent of the Corporation, except that Sound Hospitality Management, Inc., a Florida corporation, its Affiliate, can act as manage of the Project.

(h) Investments shall be made in the name of the Corporation directly by the Corporation or on its behalf by brokers engaged and paid by the Corporation or its agents.

(i) Except as required by the Lender, the Corporation shall not guarantee or assume or hold itself out or permit itself to be held out as having guaranteed or assumed any liabilities or obligations of any Affiliate, nor shall it make any loan to any Affiliate.

(j) Assets of the Corporation shall be separately identified, maintained and segregated. The Corporation's assets shall at all times be held by or on behalf of the corporation and if held on behalf of the Corporation by another entity, shall at all times be kept identifiable (in accordance with customary usages) as assets owned by the corporation. This restriction requires, among other things, that corporate funds shall not be commingled with those of any Affiliate and it shall maintain all accounts in its own name and with its own tax identification number, separate from those of any Affiliate.

(k) The Corporation shall not take any action if, as a result of such action, the Corporation would be required to register as an investment company under the Investment Company Act of 1940, as amended.

(l) All data and records (including computer records) used by the Corporation or any Affiliate in the collection and administration of any loan shall reflect the Corporation's ownership interest therein.

(m) None of the Corporation's funds shall be invested in securities issued by any Affiliate.

(n) The indemnification, as provided in Article IX hereof, shall, following the occurrence and during the continuance of an event of default under the Mortgage Loan, be subject and subordinate to the rights of the Lender with respect to any revenue realized from the operation of the Mortgaged Property.

"Affiliate" means any person or entity other than the corporation (i) which owns beneficially, directly or indirectly, more than 50 percent of the outstanding shares of the common stock of the Corporation or which is otherwise in control of the Corporation, (ii) of which more than 50 percent of the outstanding voting securities are owned beneficially directly or indirectly, by any person or entity described in clause (i) above, or (iii) which is controlled by any person or entity described in clause (i), above, provided that for the purposes of this definition, the term "control" and "controlled by" shall have the meanings assigned to them in Rule 405 under the Securities Act of 1933, as amended.

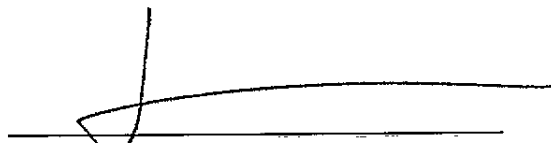
3. The Corporation shall not, without the affirmative vote of 100 percent of the Board of Directors, including the affirmative vote of the Independent Director, institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against it; or file a petition seeking, or consent to, reorganization or relief under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the corporation or a substantial part of its property, or make any assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due; or take any corporate action in furtherance of any such action.
4. Additionally, the Corporation shall not, so long as any monies are owed by the Corporation to the Lender, (a) liquidate or dissolve the Corporation in whole or in part, (b) consolidate, merge or enter into any form of consolidation with or into any other entity, (c) convey, transfer or lease its assets substantially as an entirety to any person or entity, (d) permit any entity to consolidate, merge or enter into any form of consolidation with or into the Corporation, (e) convey, transfer or lease its assets substantially as an entirety to any person or entity unless permitted to do so by its Loan Documents with Lender, nor (f) amend or modify these Amended Articles.

5. The Corporation shall have no indebtedness or incur any liability other than (a) debts and liabilities for trade payables and accrued expenses incurred in the ordinary course of business of operating the Property, and (b) the Mortgage Loan made to the Corporation by the Lender.

ARTICLE XIII - AMENDMENT OR REPEAL

The Corporation reserves the right to amend, alter, or repeal any other provision contained in these Amended Articles in the manner now or hereafter prescribed by statute, and all rights of stockholders herein are subject to this reservation; provided, however, that Article XII may be amended only in accordance with Article XII of these Amended Articles.

IN WITNESS WHEREOF, the undersigned has executed these Amended Articles, this 30th day of March, 1999.

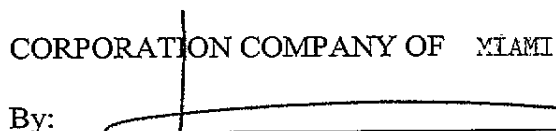


Roger Friedbauer, Secretary

ACCEPTANCE BY REGISTERED AGENT

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN ARTICLE V OF THESE AMENDED ARTICLES, THE UNDERSIGNED CORPORATION HEREBY AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE DISCHARGE OF ITS DUTIES.

DATED THIS 30th DAY OF March, 1999.

CORPORATION COMPANY OF MIAMI
By: 

FILED
99 MAR 31 PM 3:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

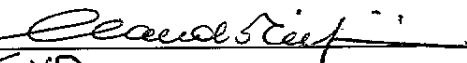
CERTIFICATE

The attached Restated Articles of Incorporation of MANASSAS INN CO., a Florida corporation (the "Corporation") require the written consent of its shareholders.

This is to certify that the sole shareholder of the Corporation, pursuant to a Unanimous Written Consent of the sole Shareholder and Directors of the Corporation dated March 30, 1999, for which proper notice was given pursuant to Florida Statute 607.0705, approved the Restated Articles of Incorporation of the Corporation in the form attached.

This Certificate is given in accordance with Florida Statute 607.1003.

INTERAMERICAN HOTELS CORP.,
a Florida corporation

By: 
Its: EVP

MIA98 27332.1 - MGB