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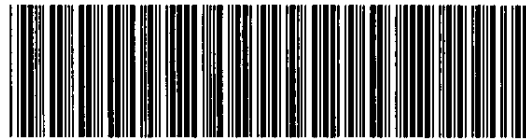
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TALLAHASSEE, FLORIDA

T. Bush JUN 5 2015



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Miami, Florida 33131

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Thomas V. Eagan
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June 2, 2015

VIA FEDERAL EXPRESS

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: The Holborn Hotel Owners' Association, Inc., a Florida corporation not-for-profit

Dear Ladies or Gentlemen:

Enclosed please find the Articles of Incorporation for The Holborn Hotel Owners' Association, Inc., a Florida corporation not-for-profit, along with our check in the amount of \$70.00 as follows:

- | | | |
|----|--------------------------------------|---------|
| 1. | Articles of Incorporation Filing Fee | \$35.00 |
| 2. | Registered Agent Fee | \$35.00 |

Please call if you have any questions regarding the foregoing.

Sincerely,

A handwritten signature in black ink, appearing to read "T. V. Eagan", with a long horizontal line extending to the right.

Thomas V. Eagan

Enclosures

ARTICLES OF INCORPORATION
OF
THE HOLBORN HOTEL OWNERS' ASSOCIATION, INC.

a Florida corporation not for profit

The undersigned do hereby associate themselves for the purpose of forming a corporation. Pursuant to the provisions and the laws of the State of Florida, we certify as follows:

ARTICLE I

NAME

The name of the corporation shall be THE HOLBORN HOTEL OWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit. Hereinafter the corporation shall be referred to as the "Association", with its principal place of business located at 1895 Brickell Avenue, Miami, Florida 33131.

ARTICLE II

PURPOSE

The purpose for which the Association is organized is provide an entity pursuant to Section 718.111 of Chapter 718, Florida Statutes, as amended to the date hereof, hereinafter called the "Condominium Act" or the "Act", for the operation of The Holborn Hotel, a Condominium to be created pursuant to the provisions of the Condominium Act.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

A. General. The Association shall have all of the common law and statutory powers of a corporation under the laws of the State of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.

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B. Enumeration. The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declaration, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

1. To make and collect assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.
2. To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
3. To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association.
4. To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors and Unit Owners.
5. To make and amend reasonable rules and regulations consistent with the use restrictions set forth in Article XI of the Declaration; for the maintenance, conservation and use of the Condominium Property; and for the health, comfort, safety and welfare of the Unit Owners.
6. To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, the rules and regulations for the use of the Condominium Property.
7. To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the

Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its Officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

8. To employ personnel to perform the services required for the proper operation of the Condominium.

9. To borrow money required for the proper operation of the Condominium or for the proper exercise of its powers and duties.

C. Condominium Property. All funds and the titles to all properties acquired by the Association, and their proceeds, shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

D. Distribution of Common Surplus. The Association shall distribute Common Surplus pursuant to the provisions of the Declaration.

E. Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act.

ARTICLE IV

MEMBERS

A. Membership. The members of the Association shall consist of the record Owners of the Units in The Holborn Hotel, a Condominium, and after termination of the Condominium, shall consist of those who are members at the time of such termination, and their successors and assigns.

B. How Membership Acquired. Membership shall be acquired by recording in the

Public Records of Miami-Dade County, Florida, a deed or other instrument establishing record title to a Unit in The Holborn Hotel, a Condominium, the Owner designated by such instrument thus becoming a member of the Association, and. the membership of the prior Owner being thereby terminated, provided, however, any party who owns more than one (1) Unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in a Unit.

C. Assignment. The share of a member in the funds and assets of the Association cannot be assigned. hypothecated or transferred in any manner except as an appurtenance to his Unit for which that share is held.

D. Voting. On all matters upon which the membership shall be entitled to vote, the Owner of each Unit shall be entitled to one (1) vote, which votes may be exercised or cast in such manner as may be provided in the By-Laws of the Association.

E. First Annual Membership Meeting. The first annual membership meeting shall be held in March of the year following the date upon which the Declaration of Condominium of The Holborn Hotel, a Condominium, has been filed in the Public Records of Miami-Dade County, Florida.

ARTICLE V

TERN OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE VI

SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are:

NAME

Thomas V. Eagan

ADDRESS

Squire, Sanders & Dempsey L.L.P.

Wachovia Financial Center
Suite 4000
200 S. Biscayne Blvd.
Miami, Florida 33131

Carlos Batlle

Squire, Sanders & Dempsey L.L.P.
Wachovia Financial Center
Suite 4000
200 S. Biscayne Blvd.
Miami, Florida 33131

Eric Buermann

Squire, Sanders & Dempsey L.L.P.
Wachovia Financial Center
Suite 4000
200 S. Biscayne Blvd.
Miami, Florida 33131

ARTICLE VII

OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, a Secretary and a Treasurer, and such Assistant Secretaries and Assistant Treasurers as the Board of Directors may, from time to time, designate. Any person may hold two (2) offices, excepting that the same person shall not hold the office of President and Vice President and the same person shall not hold the office of President and Secretary. Officers of the Association shall be elected by the Board of Directors following each annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors.. The names and addresses of the Officers who shall serve until their successors are elected by the Board of Directors in accordance with these Articles or the Bylaws of the Association, are as follows:

PRESIDENT

Thomas V. Eagan
Squire, Sanders & Dempsey L.L.P.
Wachovia Financial Center
Suite 4000
200 S. Biscayne Blvd.
Miami, Florida 33131

VICE PRESIDENT

Eric Buermann
Squire, Sanders & Dempsey L.L.P.
Wachovia Financial Center
Suite 4000
200 S. Biscayne Blvd.
Miami, Florida 33131

SECRETARY

Carlos Batlle
Squire, Sanders & Dempsey L.L.P.
Wachovia Financial Center
Suite 4000
200 S. Biscayne Blvd.
Miami, Florida 33131

TREASURER

Carlos Batlle
Squire, Sanders & Dempsey L.L.P.
Wachovia Financial Center
Suite 4000
200 S. Biscayne Blvd.
Miami, Florida 33131

ARTICLE VIII

DIRECTORS

A. Number and Qualification. The affairs of the Association shall be managed by a Board of Directors. The number of persons which shall constitute the entire Board of Directors shall be not less than four (4).

B. Directors. The names and addresses of the members of the initial Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

NAME

Thomas V. Eagan

ADDRESS

Squire, Sanders & Dempsey L.L.P.
Wachovia Financial Center
Suite 4000
200 S. Biscayne Blvd.
Miami, Florida 33131

Eric Buermann

Squire, Sanders & Dempsey L.L.P.
Wachovia Financial Center
Suite 4000
200 S. Biscayne Blvd.
Miami, Florida 33131

Carlos Batlle

Squire, Sanders & Dempsey L.L.P.
Wachovia Financial Center
Suite 4000
200 S. Biscayne Blvd.
Miami, Florida 33131

Margie Martinez-Miguez

Squire, Sanders & Dempsey L.L.P.
Wachovia Financial Center
Suite 4000
200 S. Biscayne Blvd.
Miami, Florida 33131

C. Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required by these Articles, the By-Laws or the Declaration. In the event of deadlock between the Directors, a Unit Owner may elect, in writing, to submit the dispute to be resolved pursuant to the Dispute Resolution Plan set forth in Section 18.7 of the Declaration (the "Dispute Resolution Plan"), and such resolution shall be binding upon the Unit Owners and their Directors, who shall immediately comply with the decision rendered.

D. Election; Removal. Except as otherwise provided in these Articles, Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Except as otherwise provided in these Articles, Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

ARTICLE IX

INDEMNIFICATION

A. Indemnity. The Association shall, and does hereby, indemnify to the fullest extent permitted or authorized by current or future legislation or current or future judicial or administrative decisions (but, in the case of any future legislation or decisions, only to the extent that it permits the Association to provide broader indemnification rights than permitted prior to such legislation or decisions), each person (including here and hereinafter the heirs, executors, administrators or the estate of such person) who was or is a party or is threatened to be made a party, or was or is a witness, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), against any liability (which for purposes of this Article shall include any judgment, settlement, penalty or fine) or cost, charge or expense (including attorneys' fees) asserted against him or incurred by him by reason of the fact that such indemnified person (1) is or was a Director or Officer of the Association or (2) is or was an employee or agent of the Association as to whom the Association has agreed to grant such indemnity or (3) is or was serving, at the request of the Association, as a director or officer of another corporation, partnership, joint venture, trust or other enterprise (including serving as a fiduciary of any employee benefit plan) or is serving as an employee or agent of such other corporation, partnership, joint venture trust or other enterprise as to whom the Association has agreed to grant such indemnity. Each Director, Officer, employee or agent of the Association to whom indemnification rights under this Paragraph A of this Article have been granted shall be referred to as an "Indemnified Person."

Notwithstanding the foregoing, except as specified in Paragraph C of this Article, the Association shall not be required to indemnify an Indemnified Person in connection with a Proceeding (or any part thereof) initiated by such Indemnified Person unless such authorization

for such. Proceeding (or any part thereof) was approved by the Board of Directors of the Association prior to sixty (60) days after receipt of notice thereof from such. Indemnified Person stating his intent to initiate such Proceeding and only upon such terms and conditions as the Board of Directors may deem appropriate.

B. Expenses. Costs, charges and expenses (including reasonable attorneys' fees) incurred by an Officer or Director who is an Indemnified Person in defending a Proceeding shall be paid by the Association to the fullest extent permitted or authorized by current or future legislation or current or future judicial or administrative decisions (but, in the case of any such. future legislation or decisions only to the extent that it permits the Association to provide broader rights to advance costs, charges and expenses than permitted prior to such legislation or decisions) in advance of the final disposition of such Proceeding, upon receipt of an undertaking by or on behalf of the Indemnified Person to repay all amounts so advanced in the event that it shall ultimately be determined that such person is not entitled to be indemnified by the Association as authorized in this Article and upon such other terms and conditions, in the case of employees and agents as to whom the Association has agreed to grant such indemnity, as the Board of Directors may deem appropriate. The Association may, upon approval of the Indemnified Person which approval shall not be unreasonably withheld, authorize the Association's counsel to represent such person in any Proceeding, whether or not the Association is a party to such Proceeding. Such authorization may be made by the Board of Directors by majority vote, including Directors who are parties to such Proceeding.

C. Advances. Any indemnification or advance under this Article shall be made promptly and in any event within sixty (60) days upon the written request of the Indemnified Person. The right to indemnification or advances as granted by this Article shall be enforceable

by the Indemnified Person in any court of competent jurisdiction, if the Association denies such request under this Article, in whole or in part, or if no disposition thereof is made within sixty (60) days. Such Indemnified Person's costs and expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such action shall also be indemnified by the Association. It shall be a defense to any such action that the claimant has not met the standard of conduct, if any, required by current or future legislation or by current or future judicial or administrative decisions for indemnification (but, in the case of any such future legislation or decisions, only to the extent that it does not impose a more stringent standard of conduct than permitted prior to such legislation or decisions), but the burden of proving such defense shall be on the Association. Neither the failure of the Association (including its Board of Directors or any committee thereof, its independent legal counsel, and its members) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct, if any, nor the fact that there has been an actual determination by the Association (including its Board of Directors or any committee thereof, its independent legal counsel, and its members) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

D. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by-law, agreement, vote of members or disinterested Directors or recommendation of counsel or otherwise, both as to actions in such persons official capacity and as to actions in another capacity while holding such office, and shall Continue as to an Indemnified Person who has

ceased to be a Director, Officer, employee or agent and shall inure to the benefit of the heirs, executors, administrators and the estate of such person. All rights to indemnification under this Article shall be deemed to be a contract between the Association and each Indemnified Person who serves or served in such capacity at any time while this Article is in effect. Any repeal or modification of this Article or any repeal or modification of relevant provisions of Chapter 617, Florida Statutes, Chapter 607, Florida Statutes, or any other applicable law shall not in any way diminish any rights to indemnification of such Indemnified Person, or the obligation of the Association arising hereunder, for claims relating to matters occurring prior to such repeal or modification.

E. Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article or the applicable provisions of the Florida General Corporation Act.

F. Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article IX may not be amended without the unanimous vote of the Board of Directors and each Unit Owner.

G. Savings Clause. If this Article IX or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Association shall nevertheless indemnify each Indemnified Person as to costs, charges and expenses (including reasonable

attorneys' fees), judgments, fines and amounts paid in settlement with respect to any Proceeding, including an action by or in the right of the Association, to the full extent permitted by any applicable portion of this Article that shall not have been invalidated and as permitted by applicable law.

ARTICLE X

BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided therein.

ARTICLE XI

NOTICE REGARDING INSURANCE COVERAGE

AND ACCOUNTING RECORDS

A. Insurance Coverage. In any legal action in which the Association may be exposed to liability in excess of the insurance coverage protecting it and its members, the Association shall give notice of the exposure within a reasonable time to all members who may be exposed to the liability, whereupon such members shall have the right to intervene and defend in such action.

B. Accounting Records. The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by members or their duly authorized representatives at reasonable times, and written summaries which shall be supplied at least quarterly to members or their duly authorized representatives.

ARTICLE XII

AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

A. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

B. Adoption. A resolution for the adoption of a proposed amendment may be

proposed by the Board of Directors of the Association or by the members of the Association. A member may propose such an amendment by instrument in writing directed to the President or Secretary. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering such amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing provided such document is delivered to the Secretary at or prior to the meeting. The amendment shall be effective upon the unanimous adoption by the Board of Directors and the unanimous approval of the Unit Owners.

C. Filing and Recording. A copy of each amendment shall be filed with the Department of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Miami-Dade County.

ARTICLE XIII

DEFINITIONS

Unless herein provided to the contrary, or unless the context otherwise requires, the terms used in these Articles shall have the same definitions and meanings as set forth in the Declaration of Condominium.

ARTICLE XIV

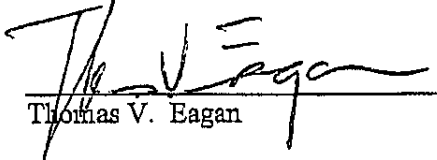
INITIAL REGISTERED OFFICE:

ADDRESS AND NAME OF REGISTERED AGENT

The initial Registered Agent to accept service of process within this state for said corporation shall be Thomas V. Eagan, and the initial Registered Office of the Association shall be located at Wachovia Financial Center, Suite 4000, 200 S. Biscayne Blvd., Miami, Florida 33131.


Having been named to accept service of process for the above stated corporation at the place designated herein, the undersigned hereby accepts to act in this capacity, and agrees to comply with the provision of said Act relative to keeping open said office.

By:


Thomas V. Eagan

IN WITNESS WHEREOF, the Subscribers have affixed their signatures hereto this 19th
day of December, 2006.


Thomas V. Eagan


Eric Buermann


Carlos Batlle

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority personally appeared Thomas V. Eagan, who after being duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed therein.

WITNESS my hand and official seal in Miami, Miami-Dade County, Florida, this 19th day of December, 2006.

Sandra Cigalotti

Notary Public, State of Florida at Large

My Commission Expires:



STATE OF FLORIDA)
COUNTY OF MIAMI- DADE)

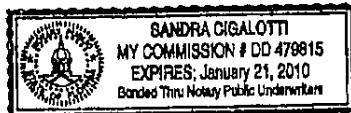
BEFORE ME, the undersigned authority, personally appeared Eric Buermann, who after being duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed therein.

WITNESS my hand and official seal in Miami, Miami-Dade County, Florida, this 19th day of December, 2006.

Sandra Cigalotti

Notary Public, State of Florida at Large

My Commission Expires:



STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared Carlos Batlle, who after being duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed therein.

WITNESS my hand and official seal in Miami, Miami-Dade County, Florida, this 19th day of December, 2006.

Sandra Cigalotti
Notary Public, State of Florida at Large

My Commission Expires:



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SECRETARY OF STATE
TALLAHASSEE, FLORIDA