

PD9000095137

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H16000105971 3)))



H160001059713ABC/

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 617-6380

RE-SUBMIT

From: Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 205-8842
Fax Number : (850) 878-5368

Please retain original filing date of submission 4/28

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

**MERGER OR SHARE EXCHANGE
CHATHAM TRS HOLDING, INC.**

Certificate of Status	0
Certified Copy	0
Page Count	15
Estimated Charge	\$70.00

**EFFECTIVE DATE
4-30-16**

RECEIVED

16 APR 29 AM 11:56

16 APR 28 PM 12:55

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

Electronic Filing Menu

Corporate Filing Menu

Help

MAY - 2 2016

C LEWIS



April 29, 2016

FLORIDA DEPARTMENT OF STATE
Division of Corporations

CHATHAM TRS HOLDING, INC.
50 COCONUT ROW, SUITE 200
PALM BCH, FL 33480

SUBJECT: CHATHAM TRS HOLDING, INC.
REF: P09000095137

RE-SUBMIT

Please retain original filing
date of submission 4/28

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Please fill in the date of adoption for both companies on the first page of the articles of merger.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Carolyn Lewis
Regulatory Specialist II

FAX Aud. #: H16000105971
Letter Number: 516A00008910

4/29/2016 11:45:57 AM From: To: 8506176380(3/15)

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Chatham TRS Holding, Inc.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Eric Kentoff
Contact Person

Chatham Lodging Trust
Firm/Company

222 Lakeview Avenue, Suite 200
Address

West Palm Beach, Florida 33401
City/State and Zip Code

mbarlowe@cl-trust.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Eric Kentoff
Name of Contact Person

At (561) 227-1351
Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

16 APR 28 PM 1:00

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Chatham TRS Holding, Inc.	Florida	P09000095137

EFFECTIVE DATE
4-30-16

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Chatham TRS Holding II, Inc.	Delaware	4878302

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 04 / 30 / 2016 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the surviving corporation on 4/27/16.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 4/27/16.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

16 APR 28 PM 1:00

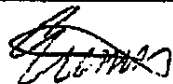
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

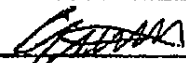
Typed or Printed Name of Individual & Title

Chatham TRS Holding, Inc.



Eric Kentoff, VP and Secretary

Chatham TRS Holding II, Inc.



Eric Kentoff, VP and Secretary

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

16 APR 28 PM 1:00

EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of April 28, 2016, (this "Agreement"), by and among CHATHAM TRS HOLDING II, INC., a Delaware corporation (the "Merging Company"), Chatham Lodging, L.P., a Delaware limited partnership ("Chatham LP" and the parent of the Merging Company) and CHATHAM TRS HOLDING, INC., a Florida corporation ("TRS I"). The Merging Company and TRS I are sometimes hereinafter together referred to as the "Constituent Entities".

WITNESSETH:

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, the members of the Merging Company, on the one hand, and the stockholder and board of directors of TRS I, on the other hand, have approved the merger of the Merging Company with and into TRS I, with TRS I continuing as the surviving corporation (the "Merger").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the parties hereto hereby approve and adopt this Agreement and mutually covenant and agree with each other as follows:

ARTICLE I

The Merger

1.1. The Merger. (a) Subject to the terms and conditions of this Agreement, at the Effective Time (as such term is defined in Section 1.1(b) hereof), (i) the Merging Company shall be merged with and into TRS I in accordance with the Florida Statutes (the "Act"), and the separate existence of the Merging Company shall cease and TRS I shall continue as the surviving corporation under the laws of the State of Florida (the "Surviving Company"), and (ii) all outstanding equity interests in the Merging Company shall be converted into the right to receive shares of common stock of TRS I, and, TRS I shall issue and deliver to Chatham LP, and Chatham LP shall accept, the common stock of TRS I free and clear of all liens, such that, following the occurrence of the Merger, Chatham LP shall own all of the outstanding shares of common stock of TRS I.

(b) The Merger shall be effected by the filing of each of a duly executed Certificate of Merger (the "Florida Certificate of Merger") with the Secretary of State of the State of Florida and a duly executed Certificate of Merger (the "Delaware Certificate of Merger") and together with the Florida Certificate of Merger, the "Certificates of Merger") with the Secretary of State of the State of Delaware. The Merger shall become effective on April 30, 2016, such time is herein referred to as the "Effective Time".

(c) At the Effective Time, the Surviving Company shall thereupon and thereafter possess all of the rights, privileges and powers of each of the Constituent Entities, and all property, real, personal and mixed, and all debts due to either of the Constituent Entities, as well as all other things and causes of action belonging to each of the Constituent Entities, shall

remain vested in the Surviving Company and shall be the property of the Surviving Company, and the title to any real property vested by deed or otherwise in the Constituent Entities shall not revert or be in any way impaired as a result of such conversion; but all rights of creditors and all liens upon any property of either of the Constituent Entities shall be preserved unimpaired, and all debts, liabilities and duties of each of the Constituent Entities shall attach to the Surviving Company, and may be enforced against it to the same extent as if said debts, liabilities and duties had originally been incurred or contracted by it.

1.2. Articles of Incorporation of the Surviving Company. At the Effective Time, the Articles of Incorporation of TRS I, as in effect immediately prior to the Effective Time, shall be and continue to be the Articles of Incorporation of the Surviving Company, until thereafter amended in accordance with its terms or applicable law.

1.3. Bylaws of the Surviving Company. At the Effective Time, the Bylaws of TRS I, as in effect immediately prior to the Effective Time, shall be and continue to be the Bylaws of the Surviving Company, until thereafter amended in accordance with its terms or applicable law.

1.4. Officers of the Surviving Company. Until their successors shall be duly elected and qualified, upon the Effective Time, the officers of TRS I shall continue to hold their respective positions as officers of the Surviving Company.

1.5. Closing. The closing of the transactions contemplated by this Agreement (the "Merger Closing") shall take place immediately before the Effective Time. The Merging Company and TRS I shall cause the Florida Certificate of Merger to be prepared and properly executed and filed with the Secretary of State of the State of Florida in accordance with the Act and shall cause the Delaware Certificate of Merger to be prepared and properly executed and filed with the Secretary of State of the State of Delaware in accordance with the Delaware General Corporation Law, each on the Closing Date.

ARTICLE II

Miscellaneous

2.1. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior agreements and understandings, oral and written, among the parties hereto with respect to the subject matter hereof.

2.2. Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other party. Nothing in this Agreement, expressed or implied is intended to confer on any person other than the parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

2.3. Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented in any and all respects by written agreement of the

4/29/2016 11:45:57 AM From: To: 8506176380(12/15)

Merging Company and TRS I at any time prior to the Effective Time with respect to any of the terms contained herein.

2.4. Section Headings. The section headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

2.5. Counterparts. This Agreement may be executed in counterparts (including by facsimile or portable document file (PDF) signatures), each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

2.6. Applicable Law. This Agreement and the legal relations among the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, and where applicable, the laws of the State of Delaware.

[Signature Page Follows]

4/29/2016 11:45:57 AM From: To: 8506176380(13/15)

F.I.L.L.
SECRETARY OF STATE
DIVISION OF CORPORATIONS

16 APR 28 PM 1:00

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized all as of the date first above written.

MERGING COMPANY

CHATHAM TRS HOLDING II, INC., a Delaware corporation

By: Chatham Lodging, L.P., a Delaware limited partnership, its sole parent

By: Chatham Lodging Trust, a Maryland real estate investment trust, its general partner

By: 

Name: Eric Kentoff

Title: SVP, General Counsel, and Secretary

4/29/2016 11:45:57 AM From: To: 8506176380(14/15)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

16 APR 28 PM 1:00

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized all as of the date first above written.

SURVIVING COMPANY

CHATHAM TRS HOLDING, INC., a Florida
corporation

By: Chatham Lodging, L.P., a Delaware limited
partnership, its sole parent

By: Chatham Lodging Trust, a Maryland real
estate investment trust, its general partner

By: 

Name: Eric Kentoff
Title: SVP, General Counsel, and
Secretary

4/29/2016 11:45:57 AM From: To: 8506176380(15/15)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

16 APR 28 PM 1:00

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized all as of the date first above written.

CHATHAM LODGING, L.P., a Delaware limited partnership

By: Chatham Lodging Trust, a Maryland real
estate investment trust, its general partner

By: 

Name: Eric Kentoff
Title: SVP, General Counsel, and
Secretary