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**FLORIDA PROFIT/NON PROFIT CORPORATION**  
**Middle Earth Hospitality, Inc.**

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**ARTICLES OF INCORPORATION**  
In compliance with Chapter 607 and/or Chapter 621, F.S.

**ARTICLE I - NAME**

- 1.0 The name of the corporation shall be: Middle Earth Hospitality, Inc.

**ARTICLE II - PRINCIPAL OFFICE**

- 2.0 Principal Street Address and Mailing Address:

113 Baybridge Drive  
Gulf Breeze, FL 32561

**ARTICLE III - PURPOSE**

3.0 Notwithstanding any other provision of these Articles of Incorporation, any other organizational documents or any provisions of law that empowers Middle Earth Hospitality, Inc., a Florida corporation (the "Corporation"), the following provisions shall be operative and controlling so long as the loan (the "Loan") by LADDER CAPITAL FINANCE LLC, a Delaware limited liability company, or its successors and/or assigns (collectively, the "Lender") to Seaside Hospitality, L.L.C., an Alabama limited liability company ("Seaside"), CRR Hospitality, L.L.C., an Alabama limited liability company ("CRR"), and H&S Development, LLC, a Florida limited liability company ("H&S"; and together with Seaside and H&S, individually and/or collectively, the "Company") is outstanding:

The sole purpose for which the Corporation is organized is to acquire, manage, own and hold a membership interest in H&S, whose sole purpose is to acquire, own, hold, maintain and operate the Hampton Inn Pensacola Beach, which is located at 2 Via De Luna Drive, Pensacola Beach, FL 32561 (the "Property"), together with such other activities as may be necessary or advisable in connection with such limited purpose. The Corporation shall not engage in any business, and it shall have no purpose, unrelated to the foregoing purpose and shall not acquire any real property or own assets other than those in furtherance of the limited purposes of the Corporation.

**ARTICLE IV - AUTHORITY**

4.0 The Corporation shall have no authority to perform any act in violation of any (a) applicable laws or regulations or (b) any agreement between H&S and the Lender or the Corporation and the Lender.

- 4.1 The Corporation shall not:

(a) make any loans to any shareholder of the Corporation or any shareholder's Affiliates (as defined below);

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(b) except as permitted by the Lender in writing, cause or permit H&S to sell, encumber (except with respect to the Lender) or otherwise transfer or dispose of all or substantially all of the properties of H&S (a sale or disposition will be deemed to be "all or substantially all of the properties of H&S") if sale or disposition includes the Property or if the total value of the properties sold or disposed of in such transaction and during the twelve months preceding such transaction is sixty six and two thirds percent (66-2/3%) or more in value of H&S's total assets as of the end of the most recently completed corporate fiscal year);

(c) to the fullest extent permitted by law, dissolve, wind up or liquidate the Corporation;

(d) merge, consolidate or acquire all or substantially all of the assets of an Affiliate of same or other person or entity;

(e) change the nature of the business of the Corporation; or

(f) except as permitted by the Lender in writing, amend, modify or otherwise change these Articles of Incorporation (or, after securitization of the Loan, only if the Corporation receives (i) confirmation from each of the applicable Rating Agencies that such amendment, modification or change would not result in the qualification, withdrawal, reduction or downgrade of any securities rating and (ii) permission of the Lender in writing).

4.2 The Corporation shall not, and no person or entity on behalf of the Corporation shall, either with respect to itself or H&S, without the prior written affirmative vote of one hundred percent (100%) of the Board of Directors, including the affirmative vote of the Independent Directors (as defined below): (a) institute proceedings to be adjudicated bankrupt or insolvent; (b) consent to the institution of bankruptcy or insolvency proceedings against it or H&S; (c) file a petition seeking, or consenting to, reorganization or relief under any applicable federal or state law relating to bankruptcy; (d) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Corporation or H&S or a substantial part of their respective property; (e) make any assignment for the benefit of creditors; (f) admit in writing its or H&S's inability to pay their respective debts generally as they become due or declare or effect a moratorium on its or H&S's respective debts; or (g) take any corporate action in furtherance of any such action, provided, however, that none of the foregoing actions may be taken or authorized unless there is at least two Independent Directors then serving in such capacity.

4.3 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 of same, including, without limitation, as follows:

(a) The Corporation has not owned, does not own and will not own any asset or property other than its membership interest in H&S.

(b) The Corporation has not engaged, does not engage, and will not engage in any business other than the ownership of a membership interest in H&S and the management and

operation of the Property and the Corporation will conduct and operate its business as presently conducted and operated.

(c) The Corporation has not entered and will not enter into any contract or agreement with any Affiliate of the Corporation or H&S, any constituent party of the Corporation or any Affiliate of any constituent party, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any such party.

(d) The Corporation shall have no indebtedness or incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation) other than unsecured trade payables incurred in the ordinary course of business related to the ownership of an interest in H&S that (A) do not exceed at any one time \$10,000.00, and (B) are paid within thirty (30) days after the date incurred. No indebtedness of the Corporation shall be secured.

(e) The Corporation has not made and will not make any loans or advances to any third party (including any Affiliate or constituent party), and has not and shall not acquire obligations or securities of its Affiliates.

(f) The Corporation is and will remain solvent and the Corporation will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due.

(g) The Corporation has done or caused to be done and will do all things necessary to observe organizational formalities and preserve its existence, and the Corporation will not, nor will it permit H&S to, (i) terminate or fail to comply with the provisions of its organizational documents, or (ii) unless (A) Lender has consented and (B) following a Securitization of the Loan, the applicable Rating Agencies have issued a Rating Agency Confirmation in connection therewith, amend, modify or otherwise change its partnership certificate, partnership agreement, articles of incorporation and bylaws, operating agreement, trust or other organizational documents.

(h) The Corporation has maintained and will maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any other Person. The Corporation's assets will not be listed as assets on the financial statement of any other Person, provided, however, that the Corporation's assets may be included in a consolidated financial statement of its Affiliates provided that (i) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of the Corporation and such Affiliates and to indicate that the Corporation's assets and credit are not available to satisfy the debts and other obligations of such Affiliates or any other Person, and (ii) such assets shall be listed on the Corporation's own separate balance sheet. The Corporation will file its own tax returns (to the extent the Corporation is required to file any such tax returns) and will not file a consolidated federal income tax return with any other Person. The Corporation has maintained and shall maintain its books, records, resolutions and agreements as official records.

(i) The Corporation will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate of the Corporation or any constituent party of the Corporation), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its Affiliates as a division or part of the other and shall maintain and utilize separate stationery, invoices and checks bearing its own name.

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(j) The Corporation has maintained and will 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.

(k) Neither the Corporation nor any constituent party will seek or effect the liquidation, dissolution, winding up, consolidation, asset sale, or merger, in whole or in part, of the Corporation or H&S.

(l) The Corporation has not and will not commingle the funds and other assets of the Corporation with those of any Affiliate or constituent party or any other Person, and has held and will hold all of its assets in its own name.

(m) The Corporation has not and shall not do any act which would make it impossible to carry on the ordinary business of the Corporation.

(n) The Corporation has and 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 Affiliate or constituent party or any other Person.

(o) The Corporation has not and will not assume or guarantee or become obligated for the debts of any other Person and does not and will not hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other Person.

(p) Except as required by Lender, the Corporation has not and shall not pledge its assets to any person of entity, nor shall it make any loan, except as permitted in the loan documents with the Lender.

(q) The Corporation (i) will cause H&S to comply, with each of the representations, warranties, and covenants contained in its organizational documents and the separateness covenants contained in the Loan Documents; (ii) will at all times comply with each of the representations, warranties, and covenants contained in these articles and the applicable provisions of the separateness covenants contained in the Loan Documents as if such representation, warranty or covenant was made directly by the Corporation; (iii) will not engage in any business or activity other than owning an interest in H&S; (iv) will not acquire or own any assets other than its membership interest in H&S; and (v) will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation) other than unsecured trade payables incurred in the ordinary course of business related to the ownership of an interest in the Corporation that (A) do not exceed at any one time \$10,000.00, and (B) are paid within thirty (30) days after the date incurred.

(r) The Corporation shall at all times cause there to be at least two (2) duly appointed members of the board of directors (an "Independent Director") of the Corporation:

(i) who shall be a natural person who is provided by a nationally recognized professional service company; and

(ii) who shall have at least three (3) years prior employment experience as an independent director; and

(iii) who shall not have been at the time of such individual's appointment or at any time while serving as an Independent Director, and shall not have ever been (A) a stockholder, member, director or manager (other than as an Independent Director), officer, employee, partner, attorney or counsel of H&S, the Corporation, or any

Affiliate of H&S, the Corporation or any direct or indirect equity holder of any of them, (B) a creditor, customer, supplier, service provider or other Person who derives any of its revenues or purchases from its activities with H&S, the Corporation, or any Affiliate of H&S, the Corporation, (C) a member of the immediate family of any such stockholder, member, director, manager, officer, employee, partner, attorney, counsel, creditor, customer, supplier, service provider or other Person, (D) a Person who is otherwise affiliated with H&S, the Corporation, or any Affiliate of H&S, the Corporation or any direct or indirect equity holder of any of them or any such stockholder, member, director, manager, officer, employee, partner, attorney, counsel, creditor, customer, supplier, service provider or other Person, or (E) a Person controlling, controlled by or under common control with any of (A), (B), (C) or (D) above.

(iv) As used in this subsection (iii), the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of a Person, whether through ownership of voting securities, by contract or otherwise and the term "controlled" and "controlling" shall have a correlative meaning.

(s) [RESERVED]

(t) the Corporation will not without the unanimous written consent of its board of directors, including the Independent Directors, on behalf of itself or H&S (take any Bankruptcy Action, provided however, that neither the board of directors or the Corporation may not vote on, or authorize the taking of any Bankruptcy Action unless there are at least two (2) Independent Directors then serving in such capacity;

(u) to the fullest extent permitted by law, the Independent Directors shall consider only the interests of the Corporation, H&S, the Lender and its other creditors, and not the interests of any member of H&S, any shareholder of the Corporation, or any other direct or indirect beneficial owner of H&S or the Corporation, in acting or otherwise voting on the matters referred to in subsection (t);

(v) no resignation or removal of any Independent Director, and no appointment of any successor Independent Director, shall be effective until Lender shall have consented in writing to such appointment (which consent shall be deemed given if the successor Independent Director is provided by a nationally recognized professional services provider and otherwise shall not be unreasonably withheld, conditioned or delayed), *provided, however*, that no Independent Director shall resign or be removed, and no successor Independent Director shall be appointed, without in each case at least fifteen (15) day's prior written notice to the Lender;

(w) The Corporation and H&S shall each conduct its respective business so that the assumptions made with respect to the Corporation and H&S in the insolvency opinion (as defined in the Loan Agreement) shall be true and correct in all respects. In connection with the foregoing, the Corporation hereby covenants and agrees that it and H&S will comply with or cause the compliance with, (i) all of the facts and assumptions (whether regarding the Corporation, H&S or any other Person) set forth in the Insolvency Opinion, (ii) all the representations, warranties and covenants in this Article IV, and (iii) all the organizational documents of the Corporation and H&S.

(x) The Corporation will not permit any Affiliate or constituent party independent access to its bank accounts.

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(y) The Corporation has paid and shall pay the salaries of its own employees (if any) from its own funds and maintain a sufficient number of employees (if any) in light of its contemplated business operations.

(z) The Corporation has compensated and shall compensate each of its consultants and agents from its funds for services provided to it and pay from its own assets all obligations of any kind incurred.

(aa) The Corporation has not, and without the unanimous consent of all of its directors or members (including each of the Independent Directors), as applicable, will not (i) file a bankruptcy, insolvency or reorganization petition or otherwise institute insolvency proceedings or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally, (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for such entity or for all or any portion of the Corporation's properties, (iii) make any assignment for the benefit of the Corporation's creditors, or (iv) take any action that might cause the Corporation to become insolvent.

(bb) The Corporation has maintained and will maintain an arm's-length relationship with its Affiliates and may enter into contracts or transact business with its Affiliates only on commercially reasonable terms that are no less favorable to the Corporation than is obtainable in the market from a person or entity that is not an Affiliate of same.

(cc) The Corporation has allocated and will allocate fairly and reasonably shared expenses, including shared office space.

(dd) Except in connection with the Loan, the Corporation has not pledged and will not pledge its assets for the benefit of any other Person.

(ee) The Corporation has no and will have no obligation to indemnify its 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 if cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation.

(ff) H&S, the Corporation and the Independent Directors will consider the interests of H&S's creditors in connection with all corporate actions.

(gg) The Corporation has and shall observe all customary formalities regarding the existence of H&S, including holding meetings and maintaining current and accurate minute books separate from those of any Affiliates of same.

Failure of the Corporation to comply with the foregoing covenants or other covenants contained in these Articles of Incorporation shall not affect the status of the Corporation as a separate legal entity.

**ARTICLE V - MEZZANINE LOAN**

5.0 The Corporation and the Shareholder recognize and acknowledge that on or about the date hereof, Ladder Capital Finance Portfolio II LLC, a Delaware limited liability company (together with its successors and assigns, the "**Mezzanine Lender**"), has made a loan (the "**Mezzanine Loan**") to Shareholder, PURG HOSPITALITY, LLC, a Florida limited liability company ("**Purg**"), and MIDWAY HOSPITALITY, LLC, a Florida limited liability company ("**Midway**"), a Florida limited liability company ("**Mezzo**"), together with Shareholder and Purg, individually and/or collectively, the "**Mezzanine Borrower**", pursuant to, among other things, a Mezzanine Loan Agreement, dated on or about the date hereof, by and between Mezzanine Borrower and Mezzanine Lender (together with all amendments, modifications, supplements and restatements, the "**Mezzanine Loan Agreement**"). The Shareholder's repayment obligation is secured by, among other things, a Pledge and Security Agreement (together with all amendments, modifications, supplements and restatements, the "**Pledge Agreement**"), pursuant to which all of the Shareholder's direct and indirect equity interests in H&S have been pledged to secure the obligations of the Mezzanine Borrower.

5.1 Notwithstanding anything in these Articles of Incorporation to the contrary, the following provisions shall apply for the benefit of, and with respect to, Mezzanine Lender and its successors and assigns under the Mezzanine Loan Agreement for so long as the Shareholder remains liable for any debt on the Mezzanine Loan:

(a) neither the execution, delivery and performance by the Shareholder of the Mezzanine Loan Agreement, the Pledge Agreement and the other Mezzanine Loan Documents, nor the exercise by Mezzanine Lender of its rights and remedies thereunder (including foreclosure of the shares in the Corporation held by Shareholder (the "**Membership Interests**")), nor any transfer to Mezzanine Lender or its successors and assigns of title to any of the shares in the Corporation, shall constitute a breach or violation of the provisions of these Articles of Incorporation or give rise to any right of first refusal or option to purchase under these Articles of Incorporation or, in and of itself, cause a dissolution, winding up or termination of the Corporation;

(b) Mezzanine Lender (or its designee) shall, upon foreclosure pursuant to the Pledge Agreement, (i) automatically be admitted as a shareholder of the Corporation with respect to the shares of the Corporation subject to such Pledge Agreement effective upon such foreclosure, (ii) following such admission, be entitled to exercise any and all voting rights allowed to the holder of any shares in the Corporation subject to such Pledge Agreement, and/or (iii) following such admission, succeed to all other rights or interests associated with the shares in the Corporation subject to the Pledge Agreement, or any part thereof, as may be provided in the Pledge Agreement.

(c) except as permitted by the Mezzanine Loan Documents, the Shareholder shall neither be entitled to resign from the Corporation nor permitted to assign, encumber, or convey any interest in the Corporation;

(d) no new or additional shares in the Corporation shall be created, issued, redeemed, exchanged, diluted or modified;

(e) the Corporation shall, to the fullest extent permitted by law, not be dissolved, either voluntarily or as the result of the resignation or removal of any shareholders or directors of the Corporation;

(f) neither these Articles of Incorporation nor any of the other organizational documents of the Corporation shall be modified without the prior written consent of Mezzanine Lender;

(g) the Shareholder is authorized to pledge and/or assign its shares to Mezzanine Lender and such pledge and/or assignment shall include all voting, management and control rights and is not limited to economic rights; and

(h) the pledge of the shares made by the Shareholder in connection with the Pledge Agreement shall be a pledge not only of profits and losses of the Corporation, but also a pledge of all rights and obligations of the Corporation.

5.2 Upon a foreclosure, sale or other transfer of the shares of the Corporation pursuant to the Pledge Agreement, the successor Shareholder may transfer its interests in the Corporation, subject to the provisions of these Articles of Incorporation.

5.3 Nothing contained in these Articles of Incorporation shall be deemed to preclude payments and/or distributions to Shareholder, pursuant to (i) these Articles of Incorporation, or (ii) that certain Limited Liability Company Agreement of Mezzo Hospitality, LLC, unless and until an Event of Default (as defined in the Loan Documents and/or the Mezzanine Loan Documents) shall have occurred and be continuing.

#### **ARTICLE VI - SHARES**

6.0 The authorized number of shares of the Corporation shall be one hundred (100), all of which shall be common shares, each without par value. All shares of stock in the Corporation are owned by Mezzo Hospitality, LLC, a Florida limited liability company.

#### **ARTICLE VII - INITIAL BOARD OF DIRECTORS**

7.0 The initial board of directors shall consist of five (5) persons, which shall be the number of directors until changed, two (2) of which will be Independent Directors. Thereafter, the number of directors shall neither be less than five (5) nor more than six (6). The number of directors may be fixed or changed from time to time by the shareholders. If not so fixed, the number shall be six (6). The following individuals are serving as the initial board of directors:

|                 |   |
|-----------------|---|
| Name and Title: | Nina Corey, Vice President  |
| Address:        | Wilmington Trust SP Services, Inc.<br>1105 N. Market Street, Suite 1300<br>Wilmington, DE 19801 |
| Phone:          | 302-427-4620  |
| Email:          | ncorey@wilmingtontrust.com  |

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Name and Title: Donald McLamb, Vice President  
Address: Wilmington Trust SP Services, Inc.  
1105 N. Market Street, Suite 1300  
Wilmington, DE 19801  
Phone: 302-651-8385  
Email: dmclamb@wilmingtontrust.com

Name and Title: Julian MacQueen  
Address: Baybridge Professional Park, Building 113  
Gulf Breeze, FL 32561  
Phone: 850-934-3609  
Email: julian@innisfree.com

Name and Title: Harlan R. Butler  
Address: Baybridge Professional Park, Building 113  
Gulf Breeze, FL 32561  
Phone: 850-934-3609  
Email: harlan@innisfree.com

Name and Title: Carol Ruben  
Address: Baybridge Professional Park, Building 113  
Gulf Breeze, FL 32561  
Phone: 850-934-3609  
Email: Carol@innisfree.com

**ARTICLE VIII - REGISTERED AGENT**

8.0 The name and street address of the registered agent is:

James S. Campbell  
Beggs & Lane, RLLP  
501 Commendancia Street  
Pensacola, FL 32502

**ARTICLE IX - INCORPORATOR**

9.0 The name and address of the Incorporator is:

Name: Harlan R. Butler  
Address: Baybridge Professional Park, Building 113  
Gulf Breeze, FL 32561

**ARTICLE X - MISCELLANEOUS**

10.0 All capitalized terms not herein defined shall have the meanings ascribed to such terms in the Loan Agreement.

10.1 No indebtedness other than the Loan shall be secured (senior, subordinated or *pari passu*) by the Property.

10.2 None of the provisions of these Articles shall be for the benefit of or enforceable by any creditor of H&S or the Corporation except the Lender (for so long as the Debt is outstanding) and the Mezzanine Lender (for so long as the Mezzanine Loan is outstanding). The Lender and the Mezzanine Lender are each intended third-party beneficiaries of the Articles and may enforce the provisions hereof.

10.3 Any indemnification obligation of the Corporation shall (a) be fully subordinated to the Loan and the Mezzanine Loan and (b) not constitute a claim against the Corporation or its assets until such time as the Loan and the Mezzanine Loan has been indefeasibly paid in accordance with its terms and otherwise has been fully discharged in full.

10.4 The shareholders shall not amend, alter, change or repeal Articles I, II, III, IV, V, VI, VII, VIII, IX or XI or this Article X (collectively, the "Special Purpose Provisions"), or any other provision of this or any other document governing the formation, management or operation of the Corporation in a manner that is inconsistent with any of the Special Purpose Provisions without (i) the unanimous written consent of the board of directors (including the Independent Directors), (ii) for so long as the Loan is outstanding, the consent of the Lender and a Rating Agency Confirmation (if required by Lender) and (iii) for so long as the Mezzanine Loan is outstanding, the consent of the Mezzanine Lender and a Rating Agency Confirmation (if required by Mezzanine Lender). In the event of any conflict between any of the Special Purpose Provisions and any other provision of this or any other document governing the formation, management or operation of the Corporation, the Special Purpose Provisions shall control.

10.5 No transfer of any direct or indirect ownership in the Corporation may be made such that the transferee owns, in the aggregate with the ownership interests in the Corporation of transferee's Affiliates, more than a forty-nine percent (49%) interest in the Corporation unless such transfer is conditioned upon the delivery of an acceptable non-consolidation opinion to the Lender and Mezzanine Lender and any applicable rating agency.

#### **ARTICLE XI - DEFINITIONS**

11.0 For all purposes of these Articles of Incorporation, except as otherwise expressly required or unless the context clearly indicates a contrary intent:

"Affiliate" shall mean, as to any Person, any other Person that (i) owns directly or indirectly ten percent (10%) or more of all equity interests in such Person, (ii) is in control of, is controlled by or is under common ownership or control with such Person, (iii) is a director or executive officer of such Person or of an Affiliate of such Person, and/or (iv) is the spouse, issue or parent of such Person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of such Person, whether through ownership of voting securities, by contract or otherwise and the term "controlled" shall have a correlative meaning.

**"Bankruptcy Action"** shall mean, with respect to any Person, (a) such Person filing a voluntary petition under the Bankruptcy Code or any other Federal or state bankruptcy or insolvency law; (b) the filing of an involuntary petition against such Person under the Bankruptcy Code or any other Federal or state bankruptcy or insolvency law, or soliciting or causing to be solicited petitioning creditors for any involuntary petition against such Person; (c) such Person filing an answer consenting to or otherwise acquiescing in or joining in any involuntary petition filed against it, by any other Person under the Bankruptcy Code or any other Federal or state bankruptcy or insolvency law, or soliciting or causing to be solicited petitioning creditors for any involuntary petition from any Person; (d) such Person consenting to or acquiescing in or joining in an application for the appointment of a custodian, receiver, trustee, assignee, sequestrator, liquidator or examiner (or similar official) for such Person or any portion of the Property; (e) such Person making an assignment for the benefit of creditors, or admitting, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due; (f) such Person declaring or effectuating a moratorium in the payment of any of its obligations or (g) such Person taking any action in furtherance of any of the foregoing.

**"Control", "Controlled", or "Controlling"** shall mean, with respect to a specified person or entity, without limitation, (i) the ownership, control or power to vote ten percent (10%) or more of (y) the outstanding shares of any class of voting securities or (z) beneficial interests, of any such person or entity, as the case may be, directly or indirectly, or acting through one or more persons or entities, (ii) the control in any manner over the managing member(s) or the election of more than one director or trustee (or persons exercising similar functions) of such person or entity, or (iii) the power to exercise, directly or indirectly, control over the management or policies of such person or entity. "Controlled" and "Controlling" shall have correlative meanings.

**"Debt"** shall mean (i) the Loan, (ii) all other indebtedness, obligations and liabilities of the Company to Lender now existing or hereafter incurred or created under the Loan Documents, and (iii) all other indebtedness, obligations and liabilities of the Company to Lender now existing or hereafter incurred, created and arising from or relating to the Loan.

**"Governmental Authority"** shall mean any court, board, agency, commission, office or authority of any nature whatsoever or any governmental unit (federal, state, commonwealth, county, district, municipal, city or otherwise) whether now or hereafter in existence.

**"Lender"** has the meaning set forth in Section 3.0 of these Articles of Incorporation.

**"Loan"** has the meaning set forth in Section 3.0 of these Articles of Incorporation.

**"Loan Agreement"** shall mean that certain Amended and Restated Loan Agreement dated on or about the date hereof, among the Company and the Lender, as the same may be amended, modified, supplemented, or restated, from time to time.

**"Loan Documents"** shall mean the Loan Agreement and any other documents, agreements and instruments now or hereafter evidencing, securing or delivered to Lender in connection with the Loan.

**"Mezzanine Borrower"** has the meaning set forth in Section 5.0 of these Articles of Incorporation.

**"Mezzanine Lender"** has the meaning set forth in Section 5.0 of these Articles of Incorporation.

**"Mezzanine Loan"** has the meaning set forth in Section 5.0 of these Articles of Incorporation.

**"Mezzanine Loan Agreement"** has the meaning set forth in Section 5.0 of these Articles of Incorporation.

**"Mezzanine Loan Documents"** shall mean the Mezzanine Loan Agreement and any other documents, agreements and instruments now or hereafter evidencing, securing or delivered to Mezzanine Lender in connection with the Mezzanine Loan.

**"Nationally Recognized Professional Service Company"** shall mean a company that includes Corporation Services Company, CT Corporation, National Registered Agents, Inc., Stewart Management Company, Wilmington Trust SP Services, Inc. and Lord Securities Corporation or, if none of those companies is then providing professional Independent Directors, another nationally-recognized company reasonably approved by Lender, in each case that is not an Affiliate of H&S or its Members and that provides professional Independent Directors and other corporate services in the ordinary course of business.

**"Person"** shall mean any individual, corporation, partnership, limited liability company, joint venture, estate, trust, real estate investment trust, unincorporated association, any other entity, any Governmental Authority and any fiduciary acting in such capacity on behalf of any of the foregoing, including but not limited to, any partners, members, shareholders, Affiliates of H&S or the Corporation.

**"Pledge Agreement"** has the meaning set forth in Section 5.0 of these Articles of Incorporation.

**"Rating Agencies"** shall mean, (i) except as otherwise specified herein, at any time prior to the final Securitization of the Loan, each of Standard & Poor's Ratings Group, a division of the McGraw-Hill Companies, Moody's Investors Service, Inc. and Fitch IBCA, Inc., or any other nationally-recognized statistical rating agency which has been designated by Lender and (ii) at any time, after the final Securitization of the Loan, shall mean any of the foregoing that have rated any of the Securities.

**"Rating Agency Confirmation"** shall mean a written affirmation from each of the Rating Agencies that the credit rating of the Securities by such Rating Agency immediately prior to the occurrence of the event with respect to which such Rating Agency Confirmation is sought will not be qualified, downgraded or withdrawn as a result of the occurrence of such event, which affirmation may be granted or withheld in such Rating Agency's sole and absolute discretion.

**"Securities"** shall mean any certificates, notes or other securities issued in connection with a Securitization.

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**"Securitization"** shall mean any (i) sale, assignment, pledge or other transfer of the Loan or any portion thereof to any Person, (ii) the creation of a participation interest in the Loan in favor of any Person, or (iii) the securitization of the Loan or any portion thereof in a single asset securitization or a pooled loan securitization.

**"Shareholder"** means Mezzo Hospitality, LLC, a Florida limited liability company, as the sole shareholder of the Corporation, and any Person admitted as a shareholder of the Corporation.

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Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept appointment as registered agent and agree to act in this capacity.

FILED  
12 APR 12 AM 10:45  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Required Signature/Registered Agent

Date

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817,155, F.S.

  
Required Signature/Incorporator - Harlan R. Butler

Date 4/11/2012

Signature of Independent Director - Nina Corey

Date

Signature of Independent Director - Donald McLamb

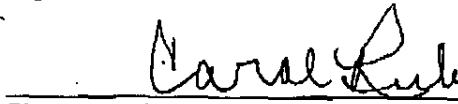
Date

  
Signature of Director - Julian MacQueen

Date 4/11/2012

  
Signature of Director - Harlan R. Butler

Date 4/11/2012


  
Signature of Director - Carol Ruben

Date 4/11/2012

FILED  
12 APR 12 AM 10:45  
SECRETARY OF STATE  
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Required Signature/Registered Agent

Date

4/11/12

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Required Signature/Incorporator - Harlan R. Butler

Date

  
Signature of Independent Director - Nina Corey

Date

4/12/12

  
Signature of Independent Director - Donald McLamb

Date

4/12/12

Signature of Director - Julian MacQueen

Date

Signature of Director - Harlan R. Butler

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Signature of Director - Carol Ruben

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