

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.

(((H12000257028 3)))



H120002570283ABC

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) 617-6381

From: Account Name : BEGGS & LANE
Account Number : I20020000155
Phone : (850) 432-2451
Fax Number : (850) 469-3331

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

Email Address: wrwa@beggskane.com

FLORIDA PROFIT/NON PROFIT CORPORATION
Beach Hospitality Sunrise Fulford, Inc.

Certificate of Status	1
Certified Copy	1
Page Count	14
Estimated Charge	\$87.50

* we sent this on 10-24-12 but have not received anything

(already sent)

forgot to include MRS 11/6/12

Electronic Filing Menu

Corporate Filing Menu

Help

* told to send again today

(fax sheet from 10-24-12 is attached)

FILED
12 OCT 24 AM 11:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
12 NOV -5 PM 3:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



November 1, 2012

FLORIDA DEPARTMENT OF STATE
Division of Corporations

BEGGS & LANE

SUBJECT: BEACH HOSPITALITY SUNRISE FULFORD, INC.
REF: W12000053695

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.

The document must state the number of shares of authorized stock. The consultation of a legal counsel is always recommended if uncertain of the appropriate number of shares to authorize.

If your business entity does not intend to transact business until January 1st of the upcoming calendar year, you may wish to revise your document to include an effective date of January 1st. If you do not list an effective date of January 1st, your business entity will become effective this calendar year and it will be required to file an annual report and pay the required annual report fee for the upcoming calendar year this coming January, which is merely weeks away. By listing an effective date of January 1st, the entity's existence will not begin until January 1st of the upcoming year and will, therefore, postpone the entity's requirement to file an annual report and pay the required annual report filing fee until the following calendar year.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Pamela Smith
Regulatory Specialist II

FAX Aud. #: H12000257028
Letter Number: 012A00026672

(((H12000257028 3)))

ARTICLES OF INCORPORATION

In compliance with Chapter 607 and/or Chapter 621, F.S.,...

ARTICLE I - NAME

1. The name of the corporation shall be: **BEACH HOSPITALITY SUNRISE FULFORD, INC.**

ARTICLE II - PRINCIPAL OFFICE

2. Principal Street Address and Mailing Address:

Baybridge Professional Park, Building 113
Gulf Breeze, FL 32561

ARTICLE III - PURPOSE

3. Notwithstanding any other provision of these Articles of Incorporation, any other organizational documents or any provisions of law that empowers BEACH HOSPITALITY SUNRISE FULFORD, INC., a Florida corporation (the "Corporation"), the following provisions shall be operative and controlling so long as the following loans are outstanding: (i) the loan (the "Loan") by LADDER CAPITAL FINANCE PORTFOLIO II LLC, a Delaware limited liability company, or its successors and/or assigns (collectively, the "Lender") to SUNRISE I, LLC, a Florida limited liability company ("SUNRISE I"), and FULFORD I, LLC, a Florida limited liability company ("FULFORD I", together with SUNRISE I, and each of their permitted successors and assigns, individually and/or collectively, the "Company"), which, among other things, is secured by the equity interests owned by the Company, directly or indirectly, in the owners of the Property specified below; and (ii) the loan (the "Senior Loan") by LADDER CAPITAL FINANCE LLC, a Delaware limited liability company, or its successors and/or assigns (collectively, the "Senior Lender") to SUNRISE HOSPITALITY OF PENSACOLA BEACH LIMITED LIABILITY COMPANY, a Florida limited liability company ("SUNRISE HOSPITALITY") and FULFORD HARBOUR, LLC, a Florida limited liability company ("FULFORD HARBOUR, and together with SUNRISE HOSPITALITY, individually and/or collectively, "Owner"), which, among other things, is secured by the Property (defined below):

The sole purpose for which the Corporation is organized is to acquire, manage, own and hold a one percent (1%) membership interests in each of SUNRISE I and FULFORD I, whose sole purpose is to acquire, own, hold and maintain all of the membership interests, directly or indirectly, in each of the *Holiday Inn Resort*, which is located at 14 Via De Luna Drive, Pensacola Beach, FL 32561 and *Hilton Pensacola Beach Gulf Front*, which is located at 12 Via De Luna Drive, Pensacola, FL 32561, respectively, (collectively 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.

(((H12000257028 3)))

FILED
12 OCT 24 AM 11:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(((H12000257028 3)))

ARTICLE IV - AUTHORITY

4. The Corporation shall have no authority to perform any act in violation of any (a) applicable laws or regulations or (b) any agreement between or among (i) the Corporation or the Company and the Lender or (ii) the Corporation, the Company or the Owner and the Senior Lender.

4.1 The Corporation shall not:

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

(b) except as permitted by the Lender in writing, cause or permit the Company to sell, encumber (except with respect to the Lender) or otherwise transfer or dispose of all or substantially all of the assets of the Company (a sale or disposition will be deemed to be "all or substantially all of the assets of the Company" 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 the Company'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 the Company, 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 the Company; (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

(((H12000257028 3)))

(((H12000257028 3)))

the Company or a substantial part of their respective property; (e) make any assignment for the benefit of creditors; (f) admit in writing its or the Company's inability to pay their respective debts generally as they become due or declare or effect a moratorium on its or the Company'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 the Company.

(b) The Corporation has not engaged, does not engage, and will not engage in any business other than the ownership of a one percent (1%) membership interest in the Company 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 the Company, 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 the Company 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 the Company 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 or the Senior 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,

(((H12000257028 3)))

(((H12000257028 3)))

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.

(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 the Company.

(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 the Company 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

(((H12000257028 3)))

(((H12000257028 3)))

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 the Company; (iv) will not acquire or own any assets other than its membership interest in the Company; 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 the Company, the Corporation, or any Affiliate of the Company, 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 the Company, the Corporation, or any Affiliate of the Company, 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 Company, the Corporation, or any Affiliate of the Company, 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 the Company (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;

(((H12000257028 3)))

(((H12000257028 3)))

(u) to the fullest extent permitted by law, the Independent Directors shall consider only the interests of the Corporation, the Company, the Lender and its other creditors, and not the interests of any member of the Company, any shareholder of the Corporation, or any other direct or indirect beneficial owner of the Company 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 shall, and shall cause the Company to, conduct its respective business so that the assumptions made with respect to the Corporation and the Company 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 the Company will comply with or cause the compliance with, (i) all of the facts and assumptions (whether regarding the Corporation, the Company or any other Person) set forth in the Insolvency Opinion (as defined in the Loan Agreement), (ii) all the representations, warranties and covenants in this Article IV, and (iii) all the organizational documents of the Corporation and the Company.

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

(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.

(((H12000257028 3)))

(((H12000257028 3)))

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

(dd) Except in connection with the Loan and the Senior 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 the Senior Debt and will not constitute a claim against it if cash flow in excess of the amount required to pay the Debt and the Senior Debt is insufficient to pay such obligation.

(ff) The Company, the Corporation and the Independent Directors will consider the interests of the Company's creditors in connection with all limited liability company actions.

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

(hh) The Corporation (i) will take such actions to cause the the Company to cause the Owner to comply, with each of the representations, warranties, and covenants contained in its organizational documents and the separateness covenants contained in the Senior Loan Documents as if such representation, warranty or covenant was made directly by the Corporation.

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.

4.4 Intentionally Omitted.

4.5 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 any applicable rating agency.

4.6 Intentionally Omitted.

4.7 Definitions:

"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

(((H12000257028 3)))

(((H12000257028 3)))

activities of such Person, whether through ownership of voting securities, by contract or otherwise and the term "controlled" shall have a correlative meaning.

"Agreement" means, individually and/or collectively, the Limited Liability Company Agreement of the Company, together with the schedules attached hereto, as amended, restated or supplemented or otherwise modified from time to time.

"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.

"Loan" shall have the meaning assigned to such term in Article III hereof.

(((H12000257028 3)))

(((H12000257028 3)))

"Loan Agreement" shall mean that certain Mezzanine Loan Agreement dated on or about the date hereof, by and between 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.

"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 the Company 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 the Company or the Corporation.

"Rating Agencies" shall mean, (i) except as otherwise specified herein, at any time prior to the final Securitization of the Loan or the Senior Loan, as applicable, 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 or the Senior Loan, as applicable, 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.

"Securitization" shall mean any (i) sale, assignment, pledge or other transfer of the Loan, the Senior 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, the Senior Loan or any portion thereof in a single asset securitization or a pooled loan securitization.

"Senior Debt" shall mean (i) the Senior Loan, (ii) all other indebtedness, obligations and liabilities of the Owner to Senior Lender now existing or hereafter incurred or created under the

(((H12000257028 3)))

((H12000257028 3)))

Senior Loan Documents, and (iii) all other indebtedness, obligations and liabilities of the Owner to Senior Lender now existing or hereafter incurred, created and arising from or relating to the Senior Loan.

"Senior Loan" shall have the meaning assigned to such term in Article III hereof.

"Senior Loan Agreement" shall mean that certain Loan Agreement dated on or about the date hereof, by and between the Owner and the Senior Lender, as the same may be amended, modified, supplemented, or restated, from time to time.

"Senior 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 Senior Loan, as the same may be amended, modified, supplemented, or restated, from time to time.

4.8 Miscellaneous Provisions.

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

(b) No indebtedness other than the Loan and the Senior Loan shall be secured (senior, subordinated or pari passu), directly or indirectly, by the Property.

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

(d) The shareholders shall not amend, alter, change or repeal Articles I, II, III, V, VI or VII or this Article IV (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 Senior Loan is outstanding and to the extent required by the Senior Loan Documents, the consent of the Senior Lender and a Rating Agency Confirmation (if required by Senior 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.

ARTICLE V - SHARES

All 100 shares of stock in the Corporation are owned by Julian MacQueen.

ARTICLE VI - INITIAL BOARD OF DIRECTORS

((H12000257028 3)))

(((H12000257028 3)))

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 not 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: William Langan, Director, Accounting Services
Address: Wilmington Trust SP Services, Inc.
1105 N. Market Street, Suite 1300
Wilmington, DE 19801
Phone: 302-651-8371
Email: wlangan@wilmingtontrust.com

Name and Title: Nina Corey, Vice President
Address: Wilmington Trust SP Services, Inc.
1105 N. Market Street, Suite 1300
Wilmington, DE 19801
Phone: 302-427-4620
Email: ncorey@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 VII – REGISTERED AGENT

7. The name and Florida street address of the registered agent is:

James S. Campbell
Beggs & Lane, RLLP

(((H12000257028 3)))

(((H12000257028 3)))

501 Commendencia Street
Pensacola, FL 32502

ARTICLE VIII - INCORPORATOR

8. The name and address of the Incorporator is:

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

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

FILED
12 OCT 24 AM 11:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(((H12000257028 3)))

(((H12000257028 3)))

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 the appointment as registered agent and agree to act in this capacity.

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_____
Signature of Sole Shareholder - Julian MacQueen_____
Date_____
Signature of Independent Director - William Langan_____
Date_____
Signature of Independent Director - Nina Corey_____
Date_____
Signature of Board of Director - Julian MacQueen_____
Date_____
Signature of Board of Director - Harlan R. Butler_____
Date_____
Signature of Board of Director - Carol Ruben_____
Date

FILED
12 OCT 24 AM 11:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(((H12000257028 3)))

(((H12000257028 3)))

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 the appointment as registered agent and agree to act in this capacity.


Required Signature/Registered Agent

Date

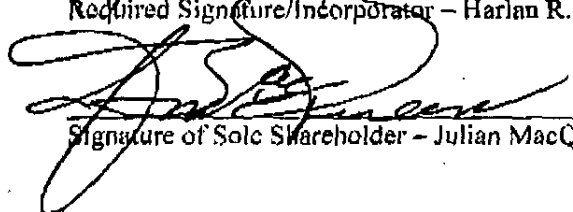
10/24/12

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

10/19/12


Signature of Sole Shareholder - Julian MacQueen

Date

10/19/12

Signature of Independent Director - William Langan

Date

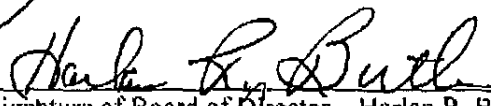
Signature of Independent Director - Nina Corey

Date


Signature of Board of Director - Julian MacQueen

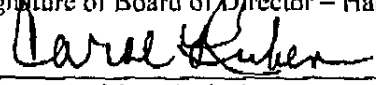
Date

10/19/12


Signature of Board of Director - Harlan R. Butler

Date

10/19/12


Signature of Board of Director - Carol Ruben

Date

10/19/12

Articles of Incorporation for Beach Hospitality Sunrise Fulford, Inc.

(((H12000257028 3)))

FILED
12 OCT 24 AM 11:08
SECRETARY OF STATE
FLORIDA