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FLORIDA PROFIT/NON PROFIT CORPORATION
Ganpati Management, Inc.

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ARTICLES OF INCORPORATION
of
Ganpati Management, Inc.

The undersigned subscriber to these Articles of Incorporation, being a natural person competent to contract, hereby subscribes to the formation of a corporation under the laws of the state of Florida.

ARTICLE I
Name

The name of this corporation is Ganpati Management, Inc. ("Corporation").

ARTICLE II
Term of Existence

This Corporation shall commence upon the filing of these Articles and shall exist perpetually.

ARTICLE III
Purpose

The purpose to be conducted or promoted by the Corporation is to engage only in the following activities:

- a) to act as the managing member of Ganpati Hospitality, LLC, a Florida limited liability company; and
- b) to do any and all things necessary or incidental to accomplish the foregoing business purpose.

ARTICLE IV
Single Purpose Entity

4.1 Capitalized terms used herein shall have the following meaning:

- a) "Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such Person.
- b) "Bankruptcy Action" means, with respect to any Person, if such Person:
 - (i) makes an assignment for the benefit of creditors;
 - (ii) files a voluntary petition in bankruptcy;

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(iii) is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceedings;

(iv) consents to or files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;

(v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any bankruptcy or insolvency proceeding;

(vi) seeks, consents to or acquiesces in the appointment of a trustee, receiver, liquidator, sequestrator, custodian or any similar official of or for such Person or of all or any substantial part of its properties;

(vii) one hundred twenty (120) days after the commencement of any proceeding against such Person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed;

(viii) within ninety (90) days after the appointment without such Person's consent or acquiescence of a trustee, receiver or liquidator of such Person or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within ninety (90) days after the expiration of any such stay, the appointment is not vacated; or

(ix) takes any action in furtherance of any of the foregoing.

c) "Borrower" means Ganpati Hospitality, LLC, a Florida limited liability company.

d) "Lender" means Natixis Real Estate Capital LLC, a Delaware limited liability company, or an affiliate thereof, together with its successors and assigns.

e) "Loan" means that certain loan in the amount of \$4,500,000.00 from Lender to Borrower.

f) "Loan Agreement" means that certain Loan Agreement between Lender and Borrower with respect to the Loan.

g) "Property" means that certain real property located at 2930 Pineda Plaza Way, Melbourne, FL 32940.

Capitalized terms used in these Articles of Incorporation but not defined herein shall have the meanings ascribed to them in the Loan Agreement.

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4.2 Notwithstanding anything to the contrary contained in these Articles of Incorporation, for as long as any indebtedness remains outstanding under the Loan made by Lender on the Property and for a period of 366 days thereafter, the Corporation shall:

- a) not engage in any business unrelated to the purpose set forth herein;
- b) not have any assets other than those related to its membership interest in Borrower;
- c) not engage in, seek or consent to any dissolution, winding up, liquidation, dissolution, consolidation, merger, asset sale (except as expressly permitted by the Loan), transfer of stock or the like, or amendment of its articles of incorporation or by-laws;
- d) not cause or allow the board of directors of such entity to take any action requiring the unanimous affirmative vote of one hundred percent (100%) of the members of its board of directors unless all of the directors shall have participated in such vote;
- e) not, without the unanimous consent of all of its directors, with respect to itself or to any other entity in which it has a direct or indirect legal or beneficial ownership interest, take any Bankruptcy Action;
- f) maintain adequate capital in light of its contemplated business operations, provided, however, the foregoing shall not require any direct or indirect member of the Corporation to make any additional capital contributions to the Corporation;
- g) not fail to correct any known misunderstanding regarding the separate identity of the Corporation;
- h) maintain its accounts, books and records separate from any other Person and will file its own tax returns;
- i) maintain its books, records, resolutions and agreements as official records;
- j) not commingle its funds or assets with those of any other Person;
- k) hold its assets in its own name;
- l) conduct its business in its name only, and will not use any trade name;
- m) maintain its financial statements, accounting records and other entity documents separate from any other Person;
- n) pay its own liabilities, including the salaries of its own employees, out of its own funds and assets;
- o) observe all corporate formalities;

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- p) maintain an arm's-length relationship with its Affiliates;
- q) have no indebtedness other than unsecured trade payables in the ordinary course of business relating to acting as a member of the Borrower which (1) do not exceed, at any time, \$10,000 and (2) are paid within thirty (30) days of the date incurred;
- r) not assume or guarantee or become obligated for the debts of any other Person or hold out its credit as being available to satisfy the obligations of any other Person;
- s) not acquire obligations or securities of its shareholders;
- t) allocate fairly and reasonably shared expenses, including shared office space, and use separate stationery, invoices and checks;
- u) not pledge its assets for the benefit of any other Person;
- v) hold itself out and identify itself as a separate and distinct entity under its own name and not as a division or part of any other Person;
- w) 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 other Person;
- x) not make loans to any Person;
- y) not identify its shareholders, or any Affiliate of any of them, as a division or part of it;
- z) not enter into or be a party to any transaction with its shareholders or Affiliates except in the ordinary course of its business and on terms which are intrinsically fair and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party; and
- aa) will consider the interests of its creditors in connection with all corporate actions.

4.3. Notwithstanding anything to the contrary contained herein, the obligation of the Corporation to indemnify any party hereunder shall, for so long as there remains outstanding any indebtedness under the Loan, be fully subordinated to the Loan and shall not constitute a claim against the Corporation in the event that available cash flow, after payment of debt service and other payments required under the Loan and all payments required in connection with the ownership, operation and maintenance of the Property, is insufficient to pay such obligation.

ARTICLE V Capital Stock

This Corporation is authorized to issue One Thousand (1,000) shares of One Dollar (\$1.00) par value, common stock.

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The shares of this Corporation are not to be divided into classes.

This Corporation is not authorized to issue shares in series.

ARTICLE VI
Pre-emptive Rights

Every shareholder, upon the sale for cash of any new stock of this Corporation shall have the right to purchase his pro-rata share thereof (as nearly as can be done without issuing fractional shares), at the price at which it is offered to others.

ARTICLE VII
Initial Registered Office, Agent and Corporation

The initial street address in Florida of the initial registered office of this Corporation is 2930 Pineda Plaza Way, Melbourne, FL 32940 and the name of the initial registered agent of this Corporation at that address is Dipak K. Patidar. The initial address of the Corporation is 2930 Pineda Plaza Way, Melbourne, FL 32940.

ARTICLE VIII
Board of Directors

The initial Board of Directors shall consist of one director initially. The number of directors may be either increased or diminished from time to time by the By-Laws, but shall never be less than one. The name and address of the person who shall serve as director until the first annual meeting of shareholders or until his successor shall have been elected and qualified is Dipak K. Patidar.

ARTICLE IX
Cumulative Voting

The shareholders of this Corporation shall be allowed to vote their shares cumulatively so as to give one candidate as many votes as the number of directors to be elected multiplied by the number of shares to distribute them among as many candidates as he may wish. Notice must be given to the President of this Corporation not less than twenty-four (24) hours prior to the time set for the holding of the shareholders' meeting for the election of directors that said shareholder intends to accumulate his vote at the election.

ARTICLE X
Incorporator

The name and address of the initial incorporator is as follows:

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Dipak K. Patidar
2930 Pineda Plaza Way
Melbourne, FL 32940

ARTICLE XI
Amendment to Articles

The shareholders shall have the power to adopt, amend, alter, change or repeal the Articles of Incorporation when proposed and approved at a shareholders' meeting with not less than a majority vote of the common stock.

ARTICLE XII
Acceptance by Registered Agent

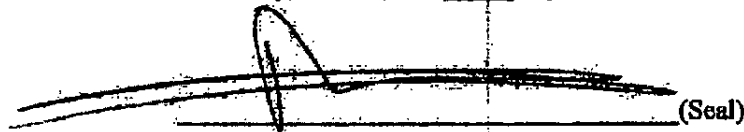
Having been named as Registered Agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.



Dipak K. Patidar, Registered Agent

ARTICLE XIII

IN WITNESS WHEREOF, the undersigned has made and subscribed to these Articles of Incorporation in Melbourne, Brevard County, Florida, this 21 day of October, 2013.

 (Seal)

Dipak K. Patidar, Incorporator

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