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FLORIDA PROFIT/NON PROFIT CORPORATION
ENCHANTMENT MANAGEMENT OF CLEARWATER II, INC.

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ARTICLES OF INCORPORATION
OF

ENCHANTMENT MANAGEMENT OF CLEARWATER II INC.

I, the undersigned, for the purposes of incorporating and organizing a corporation under the General Corporation law of the State of Florida, do hereby certify as follows:

FIRST: The name of the Corporation is "ENCHANTMENT MANAGEMENT OF CLEARWATER II INC." ("Company").

SECOND: The address of the Corporation's office in the State of Florida is 691 S. Gulfview Boulevard, Clearwater Beach, FL 33767. The name and address of its registered agent is R. Carlton Ward, 1253 Park Street, Clearwater, FL 33756. The name and address of its Incorporator is Uday S. Lele, 691 S. Gulfview Boulevard, Clearwater Beach, FL 33767.

THIRD: The purpose of the Corporation shall be limited to serving as the managing member of Enchantment, LLC, a limited liability company (the "Property Owner") and activities incidental thereto. The Corporation shall be prohibited from incurring indebtedness of any kind except in its capacity as a managing member of the Property Owner in connection with a mortgage loan and other indebtedness (the "Debt") incurred in favor of The Bancorp Bank and its successors and assigns with respect to the Debt and trade payables incurred in the ordinary course of business.

FOURTH: The total number of shares which the Corporation shall have authority to issue is 100 shares of Common Stock, par value \$0.01 per share.

FIFTH: the name and mailing address of the Corporation is as follows:

Name	Mailing Address
Enchantment Management of Clearwater II Inc.	691 S. Gulfview Boulevard Clearwater Beach, FL 33767

SIXTH: The Board of Directors is expressly authorized to adopt, amend, or repeal the By-Laws of the Corporation upon the conditions set forth in the By-Laws.

SEVENTH: Elections of directors need not be by written ballot unless the By-Laws of the Corporation shall otherwise provide. The initial members of the board of directors and their addresses is as follows:

Uday Lele	691 S. Gulfview Boulevard, Clearwater Beach, FL 33767
Aditi Lele	691 S. Gulfview Boulevard, Clearwater Beach, FL 33767
Bhushan Lele	691 S. Gulfview Boulevard, Clearwater Beach, FL, 33767

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EIGHTH: A director or officer of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; provided however, that the foregoing shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 607.0831, Florida Business Corporation Act and (iv) for any transaction from which the director of the Corporation derived an improper financial benefit. If the Florida Business Corporation Act is hereafter amended to permit further elimination or limitation of the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Florida Business Corporation Act as so amended. Any repeal or modification of this Article EIGHTH by the stockholders of the Corporation or otherwise shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

NINTH: The following provisions regulate the internal affairs of the Corporation:

(a) Notwithstanding anything to the contrary contained herein, for so long as that certain first mortgage loan ("Loan/Debt") made by The Bancorp Bank (together with its successors and/or assigns "Lender") to ENCHANTMENT, LLC. ("Borrower"), pursuant to that certain Loan Agreement (the "Loan Agreement") by and between Borrower and Lender, remains outstanding, in the event of any conflict between the provisions contained in this Article Ninth and the other provisions of the Articles, the provisions of this Article Ninth shall control and govern. All capitalized terms within this Section shall have the meaning ascribed to them in the Loan Agreement.

(b) ENCHANTMENT MANAGEMENT OF CLEARWATER II INC, ("Company") has not, and for so long as the Loan shall remain outstanding, will not:

(i) engage in any business or activity other than owning its membership interest in ENCHANTMENT, LLC.;

(ii) acquire or own any assets other than its membership interest in ENCHANTMENT, LLC.;

(iii) engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, sale of all or substantially all of its assets;

(iv) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation and will not without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of its Organizational Documents, or consent to or suffer the amendment, modification, termination or breach of any of the Organizational Documents;

(v) own any subsidiary or make any investment in, any person or entity;

(vi) commingle its assets with the assets of any of its general partners, managing members, shareholders, Affiliates, principals or of any other person or entity;

(vii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligations);

(viii) fail to maintain its financial statements, accounting records, bank accounts and other entity documents separate and apart from those of the shareholders, principals and Affiliates of company, and will not permit its assets to be listed as assets on the financial statement of any other entity except that such entity's financial position, assets, results of operations and cash flows may be included in the consolidated financial statements of an Affiliate of such entity in accordance with GAAP; provided, however, that any such consolidated financial statement shall contain a note indicating that its separate assets and liabilities are neither available to pay the debts of the consolidated entity nor constitute obligations of the consolidated entity;

(ix) enter into or be a party to any contract or agreement with any general partner, managing member, shareholder, principal or Affiliate of Borrower, any Guarantor, or any general partner, managing member, shareholder, principal or Affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's-length basis with third parties;

(x) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(xi) make any loans to any third party;

(xii) fail to hold itself out and identify itself to the public as a legal entity separate and distinct from any other Person;

(xiii) fail to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that such entity is responsible for the debts of any third party;

(xiv) fail to endeavor to remain solvent and pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;

(xv) fail to endeavor to 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;

(xvi) fail to file its own tax returns, if any, as may be required under applicable law, to the extent such entity is (1) not part of a consolidated group filing a consolidated return or returns or (2) not treated as a division solely for tax purposes of another taxpayer, and has paid and will pay any taxes so required to be paid under applicable law;

(xvii) fail to allocate fairly and reasonably any overhead expenses that are shared with an Affiliate, including paying for office space and services performed by any employee of an Affiliate;

(xviii) fail to maintain a sufficient number of employees, if any, in light of its contemplated business operations and pay the salaries of its own employees from its own funds;

(xix) fail to correct any known misunderstanding regarding the separate identity of such entity;

(xx) fail to hold its assets in its own name and has conducted and will conduct its business in its own name;

- (xxi) fail to pay its own liabilities and expenses;
- (xxii) fail to observe all corporate, limited liability company or limited partnership formalities, as applicable;
- (xxiii) 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;
- (xxiv) acquire obligations or securities of its partners, members or shareholders or any other Affiliate;
- (xxv) fail to maintain and use separate stationery, invoices and checks bearing its name;
- (xxvi) pledge its assets for the benefit of any other Person;
- (xxvii) have any obligation to, and will not, indemnify its partners, officers, directors or members, as the case may be, unless such an obligation is fully subordinated to the Debt and will not constitute a claim against it in the event that cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation;
- (xxviii) have any of its obligations guaranteed by any Affiliate; of such entity;
- (xxix) fail to comply with all of the terms and provisions contained in these Articles;
- (xxx) fail to continue to act in a manner to make the statement of facts contained in these Articles true and correct;
- (xxxi) fail to continue to consider the interests of its creditors in connection with all actions;

(c) For as long as the Loan shall remain outstanding Company will have and will continue to have, at least two Independent Directors, each of which shall be a duly appointed Independent Director[s] (hereinafter defined), and has not caused or allowed and will not cause or allow the board of directors to take any action requiring the unanimous affirmative vote of one hundred percent (100%) of the members of its board of directors unless each Independent Director shall have participated in such vote. As used herein the term "Independent Director" shall mean an individual who (i) has at least three (3) years prior employment experience and continues to be employed as an independent director, independent manager or independent member by CT Corporation, Corporation Service Company, National Registered Agents, Inc., Wilmington Trust Company, Stewart Management Company, Lord Securities Corporation or, if none of those companies is then providing professional independent directors, independent managers and independent members, another nationally-recognized company that provides such services and which is reasonably approved by Lender; (ii) is not on the board of directors or managers of more than two (2) Affiliates of the related Single Purpose Entity; and (iii) is not, and has never been, and will not, while serving as an Independent Director, be, any of the following: (A) a stockholder, director, manager, officer, employee, partner, member, attorney or counsel of such entity, any Affiliate of such entity or any direct or indirect equity holder of any of them, (B) a creditor, customer, supplier, service provider (including provider of professional services) or other Person who derives any of its purchases or revenues from its activities with such entity or

any Affiliate of such entity (other than a nationally-recognized company that routinely provides professional independent directors, independent managers or independent members and other corporate services to such entity or any Affiliate of such entity in the ordinary course of its business), (C) a member of the immediate family of any such stockholder, director, manager, officer, employee, partner, member, creditor, customer, supplier, service provider or other Person, or (D) a Person controlling or under common control with any of (A), (B) or (C) above. A natural person who satisfies the foregoing definition other than clause (iii)(A) or (iii)(B) shall not be disqualified as a result of clause (iii)(A) or (iii)(B) by reason of (I) being an Independent Director, or having been or becoming an Independent Director of, an Affiliate of such entity that is not in the chain of ownership of such entity and that is required by a creditor to be a "single purpose entity" or (II) being, having been or becoming a member of such entity pursuant to an express provision in such entity's operating agreement providing for the appointment of such Independent Director as a member of such entity upon the occurrence of any event pursuant to which Sole Member ceases to be a member of such entity (including the withdrawal or dissolution of Sole Member); provided that, in the case of (I) and (II) above, such Independent Director has and/or will at all times be employed by a company that routinely provides professional independent directors, independent managers or independent members and the fees or other compensation that such individual earns by serving as an Independent Director of one or more Affiliates of such entity in any given year constitute, in the aggregate, less than five percent (5%) of such individual's income for such year.

(d) For as long as the Loan remain shall remain outstanding Company agrees that it will not), without the unanimous consent of its board of directors or managers, including the consent of each Independent Director, (A) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, (B) seek or consent to the appointment of a receiver, liquidator or any similar official for such entity or a substantial portion of its assets or properties, (C) take any action that might cause such entity to become insolvent, (D) make an assignment for the benefit of creditors, (E) admit in writing such entity's inability to pay its debts generally as they become due, (F) declare or effectuate a moratorium on the payment of any obligations, or (G) take any action in furtherance of any of the foregoing. In addition, when voting with respect to any of the matters set forth in the immediately preceding sentence of this definition each Independent Director shall consider only the interests of such entity, including its creditors;

(e) No Independent Director may be removed or replaced except after the occurrence of one or more of the following with respect to any Independent Director: (i) any act or omission by such Independent Director that constitutes systematic, persistent or willful disregard of such Independent Director's duties, or (ii) such Independent Director has been indicted or convicted for any crime or crimes of moral turpitude or dishonesty or for any violation of any applicable legal requirements, and unless such entity provides Lender with not less than five (5) Business Days' prior notice of (1) any proposed removal of any Independent Director, together with a statement as to the reasons for such removal, and (2) the appointment of the proposed replacement Independent Director,

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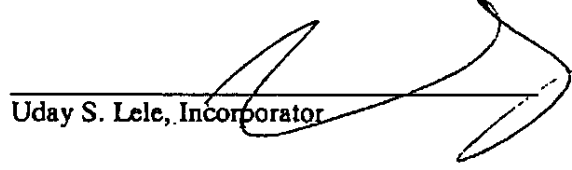
together with a certification that such replacement satisfies the requirements set forth in the Organizational Documents of such entity relating to an Independent Director.

(f) Lender is an intended third-party beneficiary of the "special purpose" and "separateness" provisions of this Article Ninth;

(g) Company will comply with all of the assumptions made in any Insolvency Opinion delivered in connection with the Loan.

TENTH: Any and all Corporation obligations to indemnify its directors and officers shall not constitute a claim against the Corporation, as long as the Loan is outstanding.

IN WITNESS WHEREOF, I have hereunto set my hand this 15 day of September 2015, and I affirm that the foregoing certificate is my act and deed and that the facts stated therein are true.


Uday S. Lele, Incorporator

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ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

I, R. CARLTON WARD, accept the appointment as Registered Agent of the Company, and state that I am familiar with and accept the duties and obligations of that position.

Date: _____

9-15-2015



R. CARLTON WARD, Registered Agent