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(City/State/Zip/Phone #)

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(Business Entity Name)

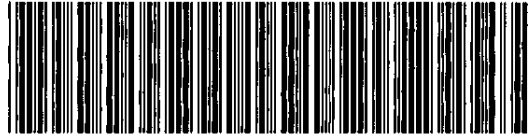
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Certified Copies ☒

Certificates of Status ☒

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2015 NOV -3 AM 11:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

NOV - 9 2015

T. BROWNE

October 30, 2015

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Formation of Yogi Management Inc.

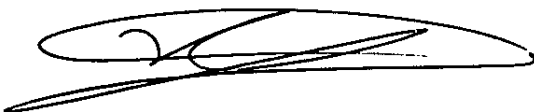
Dear Sir/Madam:

Enclosed are an original and two (2) copies of the Articles of Incorporation for Yogi Management Inc. Also enclosed is a check in the amount of \$87.50 payable to the Florida Department of State for the Filing Fee, Certified Copy, and Certificate of Status.

Please send the Certified Copy and the Certificate of Status to Eastern Virginia Law Group, c/o Mark R. Bowman, 130 W. Plume Street, Norfolk, VA 23510.

Should you have any questions, please do not hesitate to contact me at 239 810 0184.

Sincerely,

A handwritten signature in black ink, appearing to be 'Vinnie Patel', written over a horizontal line.

Vinnie Patel

Enclosures

ARTICLES OF INCORPORATION
OF
YOGI MANAGEMENT INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I, the undersigned, a citizen of the State of Florida, acting as the incorporator of a corporation under the provisions of Chapter 607 of Title XXXVI Florida Statutes, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE
Corporation Name

The name of the corporation is YOGI MANAGEMENT INC.

ARTICLE TWO
Principal Place of Business and Mailing Address

The principal place of business and mailing address of the Corporation shall be 2434 Gum Road, Chesapeake, VA 23321.

ARTICLE THREE
Purpose

The Corporation's business and purpose shall consist solely of:

(a) acquiring and holding a membership interest in and act as the Manager of Yogi Hotel LLC (the "LLC"), which LLC is engaged for the purpose of (i) acquiring, developing, owning, holding, selling, leasing, transferring, exchanging, managing and operating the Property; (ii) entering into and performing its obligations under the Loan Documents with Lender; (iii) refinancing the Property in connection with a permitted repayment of the Loan; and

(b) transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing.

As used herein, "Loan" shall mean that certain loan by SSC MBS, LLC ("Lender") to the

LLC in the original outstanding principal balance of \$3,250,000, secured by that certain Mortgage, dated on or about the date hereof, encumbering the Property (the "Security Instrument"). Defined terms used in these Articles, but not otherwise defined herein, shall have the meaning set forth in the Security Instrument.

ARTICLE FOUR Powers and Duties

Notwithstanding any other provision of these Articles and any provision of law that otherwise so empowers the Corporation, so long as any portion of the Loan remains outstanding, the Corporation shall not, without the unanimous consent of the Board of Directors do any of the following:

(a) cause or allow the LLC to own any asset other than (i) the Property, and (ii) incidental personal property necessary for the operation of the Property;

(b) engage in any business or activity other than those permitted hereby or cause or allow the LLC to engage in any business other than the ownership, management and operation of the Property;

(c) do any act which would make it impossible to carry on the ordinary business of the Corporation or the LLC, except as otherwise provided in these Articles;

(d) cause or allow the LLC to enter into any contract or agreement with any member, manager, principal or affiliate of the LLC or any affiliate thereof, except in the ordinary course of business and upon terms and conditions that are intrinsically fair and are no less favorable to it than those that would be obtained in a comparable arms-length transaction with an unrelated third party;

(e) borrow money or incur any indebtedness or assume or guaranty any indebtedness of any other entity, or cause or allow the LLC to incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the Loan, and (ii) unsecured trade and operational debt incurred in the ordinary course of business not outstanding for more than sixty (60) days with trade creditors and in amounts as are normal and reasonable under the circumstances, but, in no event to exceed two percent (2%) of the Loan Amount in the aggregate; no debt whatsoever may be secured (senior, subordinate or pari passu) by the Property except the Loan;

(f) cause or allow the LLC to make any loans or advances to any third party (including any member, manager, principal or affiliate of the LLC or Guarantor);

(g) cause or allow the LLC to commingle the funds and other assets of the LLC with those of any member, manager, principal or affiliate or any other person;

(h) cause or allow the LLC to hold itself out to be responsible for the debts or obligations of any other person;

(i) dissolve or liquidate, in whole or in part;

(j) cause or consent to the dissolution or liquidation, in whole or in part, of the LLC;

(k) enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;

(l) cause or allow the LLC to enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;

(m) amend these Articles of Incorporation or approve an amendment to the LLC's articles of organization or operating agreement;

(n) withdraw as Manager of the LLC; or

(o) file a voluntary petition or otherwise initiate proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets of the Company, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any action in furtherance of any such action.

In addition to the foregoing, the Corporation shall not, without the written consent of the holder of the Promissory Note evidencing the Loan so long as it is outstanding, take any action set forth in items (a) through (n) above.

ARTICLE FIVE Separateness/Operations Matters

The Corporation shall:

(a) be solvent and pay its debts from its assets as the same shall become due and cause the LLC to be solvent and pay its debts from its assets as the same shall become due;

(b) do all things necessary to preserve its existence and corporation formalities, and will not amend, modify, or otherwise change these Articles or its bylaws in a manner which adversely affects the Corporation and cause the LLC to do all things necessary to preserve its existence, and will not amend, modify or otherwise change its Articles or its bylaws in a manner which adversely affects Corporation's or the LLCs existence as single-purpose, single-asset "bankruptcy remote" entities;

(c) conduct and operate its business as presently conducted and operated and cause the LLC to conduct and operate its business as presently conducted and operated;

(d) maintain books and records and bank accounts separate from those of its affiliates, including its principals and shareholders and cause the LLC to maintain books and records and bank accounts separate from those of its affiliates, including its principals and members;

(e) hold itself out to the public as a legal entity separate and distinct from any other entity (including any affiliate of the Corporation) and cause the LLC to hold itself out to the public as a legal entity separate and distinct from any other entity (including any affiliate of LLC, any constituent party of LLC, guarantor or any affiliate of any constituent party or guarantor);

(f) correct any known misunderstanding regarding its status as a separate entity and cause the LLC to correct any known misunderstanding regarding its status as a separate entity;

(g) conduct, its business in its own name and cause the LLC to conduct its business in its own name;

(h) pay its own liabilities out of its own funds and assets and cause the LLC to pay its own liabilities out of the LLC's own funds and assets;

(i) maintain and utilize a separate telephone number and separate stationery, invoices and checks from any other entity and cause the LLC to maintain and utilize a separate telephone number and separate stationery, invoices and checks from any other entity;

(j) file its own tax returns and cause the LLC to file its own tax returns;

(k) 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 and cause the LLC 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;

(l) maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person and cause the LLC to maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person;

(m) observe all legal and customary formalities regarding their respective formation and will continue to observe all legal and customary formalities and cause the LLC to observe all legal and customary formalities regarding their respective formation and will continue to observe all legal and customary formalities; and

(n) cause the officers, shareholder and other representatives of the Corporation to act at all times with respect to the Corporation and LLC consistent and in furtherance of the foregoing and in the best interests of the Corporation and LLC while simultaneously considering the interests of its creditors.

ARTICLE SIX
Subordination of Indemnities

All indemnification obligations of the Corporation are fully subordinated to any obligations relative to the Loan or respecting the Property and such indemnification obligations shall in no event constitute a claim against the Corporation if cash flow in excess of amounts necessary to pay obligations under the Loan is insufficient to pay such indemnification obligations.

ARTICLE SEVEN
Number of Shares

The aggregate number of shares which the corporation shall have the authority to issue and the par value per share is as follows:

<u>CLASS AND SERIES</u>	<u>NUMBER OF SHARES</u>	<u>PAR VALUE PER SHARE</u>
Common	100	no par

ARTICLE EIGHT
Number of Directors/Officers


The number of directors constituting the initial board of directors is one (1), and the name and address of the person who is to serve as the director until the first annual meeting of the shareholders or until his successor is elected and qualified is Bharat Patel, 2434 Gum Road, Chesapeake, VA 23321. Bharat Patel shall also serve as the initial President of the Corporation.

ARTICLE NINE
Florida Registered Agent

The name of the initial Florida agent is Vinit Patel. His street address is 20901 Corkscrew Shores Blvd, Estero, FL 33928.

Registered agent's acceptance:

Having been named as registered agent and to accept service for process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.


(Registered agent's signature)

ARTICLE TEN
Incorporator Name and Address

The name of the Incorporator is Vinit Patel. His street address is 20901 Corkscrew Shores Blvd, Estero, FL 33928.

IN WITNESS WHEREOF, I have hereunto set my hand, this __ day of November, 2015.


Vinit Patel