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Account Name : JOHNSON, POPE, BOKOR, RUPPEL & BURNS, LLP.
Account Number : 076666002140
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FLORIDA PROFIT/NON PROFIT CORPORATION
D & K Manager, Inc.

Certificate of Status	0
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ARTICLES OF INCORPORATION
OF
D & K MANAGER, INC.

ARTICLE I
NAME AND ADDRESS

The name of this Corporation ("Corporation") is D & K MANAGER, INC. The principal office and the mailing address of the Corporation is 14106 US Highway 19, Hudson, Florida 34667.

ARTICLE II
DURATION

This Corporation shall have perpetual existence.

ARTICLE III
CAPITAL STOCK

This Corporation is authorized to issue 1,000 shares of common stock, which shall be designated as "Common Shares." The par value of each share of stock shall be \$.001.

ARTICLE IV
INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this Corporation is 911 Chestnut Street, Clearwater, Florida 33756, and the name of the initial registered agent of this Corporation at that address is Chestnut Business Services, LLC.

ARTICLE V
INCORPORATOR

The name of the incorporator is Luke Markham, whose address is 911 Chestnut Street, Clearwater, Florida 33756.

ARTICLE VI
INITIAL DIRECTOR

The number of Directors constituting the initial Board of Directors of the Corporation shall be one (1), and the name and address of the person sworn to serve as the Sole Director until the first meeting of shareholders or until his successor is elected and qualified is:

Prepared By:
Joseph W. Gaynor, Esquire
Johnson, Pope, Bokor,
Ruppel & Burns, LLP
911 Chestnut Street
Clearwater, Florida 33756
(727) 461-1818
Bar No. 133765

Vijay Patel

14106 US Highway 19 North
Hudson, Florida 34667

ARTICLE VII
INDEMNIFICATION

The Corporation shall indemnify any officer or director, or any former officer or director to the full extent permitted by law.

ARTICLE VIII
SPECIAL PURPOSE ENTITY PROVISIONS

(1) The purpose for which this Corporation is organized is limited solely to being the manager of the Company acting as, and exercising all of the authority of, the Manager member of D & K HOTEL INVESTMENT LLC (the "Company"), and transacting of any and all lawful business for which a Corporation may be organized under its constitutive law that is incident, necessary and appropriate to accomplish the foregoing.

(2) The Corporation is prohibited from incurring indebtedness.

(3) The Corporation is prohibited from engaging in any dissolution, liquidation, consolidation, merger or sale of assets and from causing the Company to do any of the foregoing, both for as long as that certain loan in the original principal sum of \$4,000,000, currently held by Wells Fargo Bank, National Association, as Trustee, for the benefit of the Holders of COMM 2015-DC1, Mortgage Trust Commercial Mortgage Pass-Through Certificates (the "Trust," together with its successors and/or assigns, "Lender") is outstanding.

(4) To the extent required by the documents evidencing and/or securing the Loan ("Loan Documents"), no transfer of any direct or indirect ownership interest in the Corporation may be made unless such transfer is consented to by Lender. Lender may condition its consent upon satisfaction of any requirements in the Loan Documents and/or Lender's then current servicing standards.

(5) The Corporation is required to continue serving in the capacity as the special purpose member of the Company so long as the Loan is outstanding.

(6) The Corporation is required on its own behalf, and covenants to cause the Company, to:

- a. Maintain books and records separate from any other person or entity;
- b. Maintain its bank accounts separate from any other person or entity;
- c. Not commingle its assets with those of any other person or entity and hold all of its assets in its own name;
- d. Conduct its own business in its own name;

- e. Maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity;
- f. Pay its own liabilities and expenses only out of its own funds;
- g. Observe all corporate and other organizational formalities;
- h. Maintain an arm's length relationship with its affiliates and enter into transactions with affiliates only on a commercially reasonable basis;
- i. Pay the salaries of its own employees from its own funds;
- j. Maintain a sufficient number of employees in light of its contemplated business operations;
- k. Not guarantee become obligated for or pledge its assets for the debts or benefit of any other person or entity;
- l. Not hold out its credit as being available to satisfy the obligations of any other person or entity;
- m. Not acquire the obligations or securities of its affiliates or owners, including shareholders;
- n. Not make loans to any other person or entity or to buy or hold evidence of indebtedness issued by any other person or entity (except for cash and investment-grade securities);
- o. 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;
- p. Use separate stationery, invoices, and checks bearing its own name;
- q. Hold itself out as a separate identity;
- r. Correct any known misunderstandings regarding its separate identity;
- s. Not identify itself as a division of any other person or entity;
- t. Maintain adequate capital in light of its contemplated business operations; and

7. Notwithstanding anything contained in this or any other organizational document to the contrary, any obligation which Corporation may owe to any of its officers, directors, shareholders or affiliates (collectively, "Interested Parties"), whether characterized as a salary, fee or indemnification, shall not constitute a claim against Corporation until, and shall be subject to and fully subordinate to, the prior payment in full of the Loan, provided however, so long as no Default or Event of Default exists under the Loan Documents to the extent Corporation has cash flow or other available liquid assets (exclusive of any reserve accounts to be maintained under the Loan Documents) in excess of the amount necessary to make current payments of principal and interest due under the Loan Documents, Corporation may pay when due (without any acceleration caused by Corporation) the scheduled obligations due to the Interested Parties of Corporation.

8. The unanimous consent of all of the directors is required for the Corporation, and for the Corporation to cause the Company, to:

a. File or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; institute any proceedings under any applicable insolvency law or otherwise seek relief under any laws relating to the relief from debts or the protection of debtors generally;

b. Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Corporation or the Company or a substantial portion of either of their properties;

c. Make any assignment for the benefit of the creditors of the Corporation or the Company; or

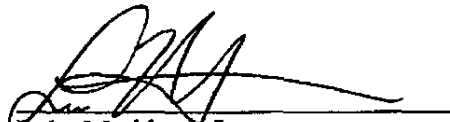
d. Take any action in furtherance of any of i, ii or iii.

9. The Corporation is prohibited from amending the provisions specified in paragraphs 1 through 8 and this paragraph 9 without approval of such amendment by Lender. Lender may condition its approval upon satisfaction of any requirements set forth in the Loan Documents and/or Lender's then current servicing standards.

ARTICLE IX
AMENDMENT

With the exception specified in Article VIII, paragraph 9, the Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment thereto, and any right conferred upon the shareholders is subject to this reservation.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 18th day of May, 2016.


Luke Markham, Incorporator

**CERTIFICATE DESIGNATING REGISTERED AGENT
AND STREET ADDRESS FOR SERVICE OF PROCESS
WITHIN FLORIDA**

The undersigned, having been named Registered Agent and designated to accept service of process for the above-stated Company, at 911 Chestnut Street, Clearwater, Florida 33756, hereby agrees to act in this capacity, and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of the duties hereunder.

Dated: May 18, 2016

CHESTNUT BUSINESS SERVICES, LLC,
a Florida limited liability company

By: 

Luke Markham, Vice President

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TALLAHASSEE, FLORIDA