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Florida Department of State
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FLORIDA PROFIT/NON PROFIT CORPORATION

Bass Management Group Corporation

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ARTICLES OF INCORPORATION
OF
BASS MANAGEMENT GROUP CORPORATION

In compliance with the requirements of F.S. Chapter 607, the undersigned, being a natural person, hereby acts as an incorporator in adopting and filing the following articles of incorporation for the purpose of organizing a business corporation.

ARTICLE I

The name of the Corporation ("Corporation") is Bass Management Group Corporation and notwithstanding any provision hereof to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the corporation, is to engage solely in the following activities:

1. To own that certain parcel of real property, together with all improvements located thereon, at 2580 Gulf to Bay Blvd. in the City of Clearwater and State Florida of commonly known as the Holiday Inn Express and real property located adjacent thereto owned by the Corporation (collectively, the "Property").
2. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property.
3. To exercise all powers enumerated in the Articles of Incorporation of Bass Venture Corporation necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

Notwithstanding anything to the contrary contained herein, for so long as that certain first mortgage loan ("Loan") with UBS AG, by and through its branch office at 1285 Avenue of the Americas, New York, New York (together with its successors and assigns, collectively, "Lender") to Bass Management Group Corporation ("Corporation"), pursuant to that certain Loan Agreement (the "Loan Agreement") by and between Corporation and Lender, remains outstanding, in the event of any conflict between the provisions contained in this Article I and the other provisions of this Agreement, the provisions of this article That I shall control and govern. All capitalized terms within this Article I shall have the meaning ascribed to them in that certain Loan Agreement.

The Corporation has complied since the date of its formation with the following requirements, and shall comply with such requirements for so long as the Loan shall remain outstanding:

- (a) Corporation (i) has been organized solely for the purpose of acquiring, owning, managing and operating the Property, entering into and performing its obligations under the Loan Documents, refinancing the Property in connection with a permitted repayment of the Loan, and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing, and (ii) has not owned, does not own, and will not own any asset or property other

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than (A) the Property, and (B) incidental personal property necessary for the ownership, management or operation of the Property.

(b) Corporation has not engaged and will not engage in any business or activity other than the ownership, management and operation of the Property and Corporation will conduct and operate its business as presently conducted and operated.

(c) Corporation has not entered and will not enter into any contract or agreement with any Affiliate of Corporation, any constituent party of Corporation or any Affiliate of any constituent party, except upon terms and conditions that are intrinsically fair, commercially reasonable, and no less favorable to it than those that would be available on an arm's-length basis from an unrelated third party.

(d) Corporation has not incurred and will not incur any Indebtedness other than (i) the Debt and (ii) unsecured trade payables and operational debt not evidenced by a note and in an aggregate amount not exceeding one percent (1%) of the original principal amount of the Loan at any one time; provided that any Indebtedness incurred pursuant to clause (ii) shall be (A) outstanding not more than sixty (60) days and (B) incurred in the ordinary course of business. No Indebtedness, other than the Debt, may be secured (senior, subordinate or *pari passu*) by the Property.

(e) Corporation has not made and will not make any loans or advances to any other Person (including any Affiliate of Corporation, any constituent party of Corporation or any Affiliate of any constituent party), and has not acquired and shall not acquire obligations or securities of its Affiliates.

(f) Corporation has been, is, and will remain solvent and Corporation has paid its debt and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same became due and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due.

(g) (i) Corporation has done or caused to be done, and will do and cause to be done, all things necessary to observe its organizational formalities and preserve its existence, (ii) Corporation has not terminated or failed to comply with and will not terminate or fail to comply with the provisions of its Organizational Documents, (iii) Corporation has not amended, modified or otherwise changed its Organizational Documents and (iv) unless (A) Lender has consented in writing and (B) following a Securitization of the Loan, the Rating Agencies have issued a Rating Agency Confirmation in connection therewith, Corporation will not amend, modify or otherwise change its Organizational Documents.

(h) Corporation has maintained and will maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any other Person. Corporation's assets have not been listed as assets on the financial statement of any other Person; provided, however, that Corporation's assets may have been included in a consolidated financial statement of its Affiliates; provided that, if applicable, (i) appropriate notation were made on such consolidated financial statements to indicate the separateness of Corporation and such Affiliates and to indicate that Corporation's assets and credit were not available to satisfy

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the debts and other obligations of such Affiliates or any other Person, and (ii) such assets were listed on Corporation's own separate balance sheet. Corporation's assets will not be listed as assets on the financial statement of any other Person; provided, however, that Corporation's assets may be included in a consolidated financial statement of its Affiliates provided that (A) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of Corporation and such Affiliates and to indicate that Corporation's assets and credit are not available to satisfy the debts and other obligations of such Affiliates or any other Person, and (B) such assets shall be listed on Corporation's own separate balance sheet. Corporation has filed and shall file its own tax returns (to the extent Corporation was or is required to file any tax returns) and has not filed and shall not file a consolidated federal income tax return with any other Person. Corporation has maintained and shall maintain its books, records, resolutions and agreements as official records.

(i) Corporation (i) has been, will be, and at all times has held and will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate of Corporation or any constituent party of Corporation), (ii) has corrected and shall correct any known misunderstanding regarding its status as a separate entity, (iii) has conducted and shall conduct business in its own name, (iv) has not identified and shall not identify itself or any of its Affiliates as a division or department or part of the other and (v) has maintained and utilized and shall maintain and utilize separate stationery, invoices and checks bearing its own name.

(j) 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 Corporation nor any constituent party of Corporation has sought or will seek or effect the liquidation, dissolution, winding up, consolidation or merger, in whole or in part, of Corporation, any sale or other transfer of all or substantially all of its assets or any sale or other transfer outside the ordinary course of business.

(l) Corporation has not commingled and will not commingle funds or other assets of 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) Corporation has maintained 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.

(n) Corporation did not assume, guarantee or become obligated for the debts or obligations of any other Person and did not hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other Person. Corporation will not assume, guarantee or become obligated for the debts or obligations 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.

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(o) The business and affairs of Corporation shall be managed by or under the direction of a board of one or more directors or managers, and at all times there shall be at least one (1) duly appointed individual on the board of directors or managers (an "Independent Director") of Corporation, each of whom (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 Corporation, National Registered Agents, Inc., Wilmington Trust Corporation, Stewart Management Corporation, Lord Securities Corporation or, if none of those companies is then providing professional independent directors, independent managers and independent members, another nationally-recognized Corporation 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 Corporation; 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 Corporation, any Affiliate of Corporation 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 Corporation or any Affiliate of Corporation (other than a nationally-recognized Corporation that routinely provides professional independent directors, independent managers or independent members and other corporate services to Corporation or any Affiliate of Corporation 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) shall not be disqualified as a result of clause (iii)(A) by reason of being, having been or becoming an Independent Director of an Affiliate of Corporation that is not in the direct chain of ownership of Corporation and that is required by a creditor to be a "single purpose entity"; provided that such Independent Director is, was or will be employed by a Corporation that routinely provides professional independent directors, independent managers or independent members. A natural person who satisfies the foregoing definition other than clause (iii) shall not be disqualified as a result of clause (iii)(A) or (iii)(B) by reason of being, having been or becoming an Independent Director of a "single purpose entity" affiliated with Corporation; provided that the fees or other compensation that such individual earns by serving as an Independent Director of one or more Affiliates of Corporation in any given year constitute, in the aggregate, less than five percent (5%) of such individual's income for such year. No Independent Director of Corporation may be removed or replaced without Cause, and unless Corporation provides Lender with not less than three (3) 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 identity of the proposed replacement Independent Director, together with a certification that such replacement satisfies the requirements set forth in the Organizational Documents of Corporation relating to an Independent Director. The Lender is an intended third-party beneficiary of the "special purpose" and "separateness" provisions of the Organizational Documents of Corporation. As used in this paragraph, 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 such Person, whether through ownership of voting securities, by contract or otherwise and the terms "controlled" and "controlling" shall have correlative meanings. As used in this paragraph, the term "single purpose entity" shall mean a Person whose Organizational Documents contain and who

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covenants that such Person shall comply or cause compliance with, provisions substantially similar to those set forth in this Article I.

(p) The board of directors or managers of Corporation shall not take any action which, under the terms of any Organizational Documents (including, if applicable, any voting trust agreement with respect to any common stock), requires a unanimous vote of the board of directors or managers of Corporation unless, at the time of such action, there shall be at least one (1) member of the board of directors or managers who is an Independent Director (and such Independent Director has participated in such vote). The Corporation will not (and Corporation agrees that it will not), without the unanimous consent of its board of directors or managers, including the consent of each Independent Director, (i) 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, (ii) seek or consent to the appointment of a receiver, liquidator or any similar official for Corporation or a substantial portion of its assets or properties, (iii) take any action that might cause Corporation to become insolvent, (iv) make an assignment for the benefit of creditors, (v) admit in writing Corporation's inability to pay its debts generally as they become due, (vi) declare or effectuate a moratorium on the payment of any obligations, or (vii) take any action in furtherance of any of the foregoing. When voting with respect to any of the matters set forth in the immediately preceding sentence of this Article I. The Independent Directors shall consider only the interests of Corporation, including its creditors.

(q) Intentionally Omitted.

(r) Intentionally Omitted.

(s) Intentionally Omitted.

(t) Corporation hereby covenants and agrees that it will comply with or cause the compliance with, (i) all of the representations, warranties and covenants in this Article I, and (ii) all of the Organizational Documents of Corporation.

(u) Corporation has not permitted and will not permit any Affiliate or constituent party independent access to its bank accounts.

(v) Corporation has paid and shall pay its own liabilities and expenses, including the salaries of its own employees (if any) from its own funds, and has maintained and shall maintain a sufficient number of employees (if any) in light of its contemplated business operations.

(w) Corporation has compensated and shall compensate each of its consultants and agents from its funds for services provided to it. Corporation has paid and shall pay from its assets all obligations of any kind incurred.

(x) Corporation has not (i) filed a bankruptcy, insolvency or reorganization petition or otherwise instituted insolvency proceedings or otherwise sought any relief under any laws relating to the relief from debts or the protection of debtors generally, (ii) sought or consented to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian

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or any similar official for Corporation or for all or any portion of Corporation's assets or properties, (iii) made any assignment for the benefit of Corporation's creditors, or (iv) taken any action that might have caused Corporation to become insolvent. Without the unanimous consent of all of its directors or managers (including each Independent Director), as applicable, will not (A) 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, (B) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for Corporation or for all or any portion of Corporation's assets or properties, (C) make any assignment for the benefit of Corporation's creditors, or (D) take any action that might cause Corporation to become insolvent.

(y) Corporation has maintained and will maintain an arm's-length relationship with its Affiliates.

(z) Corporation has allocated and will allocate fairly and reasonably any overhead expenses that are shared with any Affiliate, including shared office space.

(aa) Except in connection with the Loan or any previously existing financing which has been paid in full on or prior to the date hereof, Corporation has not pledged and will not pledge its assets or properties for the benefit of any other Person.

(bb) Corporation has had, has and will have no obligation to indemnify its directors, managers, officers, or members, as the case may be, or, if applicable, has such an obligation that is fully subordinated to the Debt and that will not constitute a claim against Corporation if cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation.

(cc) The Organizational Documents of Corporation shall provide that Corporation will not: (i) dissolve, merge, liquidate, consolidate; (ii) sell, transfer, dispose, or encumber (except in accordance with the Loan Documents) all or substantially all of its assets or properties or acquire all or substantially all of the assets or properties of any other Person; or (iii) engage in any other business activity, or amend its Organizational Documents with respect to any of the matters set forth in this Article I without the prior consent of Lender in its sole discretion.

(dd) Corporation and Independent Directors will consider the interests of Corporation's creditors in connection with all actions.

(ee) Except in connection with any previously existing financing which has been paid in full on or prior to the date hereof, Corporation has not had and, except in connection with the Loan, does not have and will not have any of its obligations guaranteed by any Affiliate.

(ff) Corporation has not owned or acquired and will not own or acquire any stock or securities of any Person (except to the extent expressly permitted under the Loan Documents).

(gg) Corporation has not bought or held and will not buy or hold evidence of indebtedness issued by any other Person (other than cash or investment-grade securities).

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(hh) Corporation has not formed, acquired or held and will not form, acquire or hold any subsidiary (whether corporation, partnership, limited liability Corporation or other entity), and Corporation has not owned and will not own any equity interest in any other entity.

ARTICLE II

The existence of the Corporation shall begin on date these articles are filed with the office of the Secretary of State of the State of Florida.

ARTICLE III

The street address of the principal office of the Corporation and the mailing address of the Corporation is 15 Reserve Blvd., Clearwater, FL 33764.

ARTICLE IV

The maximum number of shares this Corporation is authorized to issue is 100 par value \$.01 per share, all of which shall be Common Shares. All Common Shares shall be identical with each other in every respect and the holders of Common Shares shall be entitled to one vote for each share on all matters on which shareholders have the right to vote.

ARTICLE V

The initial street address of the Corporation's registered office is 19535 Gulf Blvd., Suite E, Indian Shores, FL 33785 the initial registered agent for the Corporation at that address is Kenneth G. Arsenault, Jr.

ARTICLE VI

The initial board of directors shall consist of two members. This number may be increased or decreased from time to time in accordance with the Corporation's bylaws, but shall never be less than two. The names and addresses of the persons who will serve on the initial board of directors are: Shantia Singh, 15 Reserve Blvd., Clearwater, FL 33764 and Ricardo Beausoleil, Independent Dir., 1209 Orange St., Wilmington, DE 19801

ARTICLE VII

The names and street addresses of the persons signing these articles of incorporation are:

Kenneth G Arsenault Jr.
19535 Gulf Blvd., Suite E
Indian Shores, FL 33785


ARTICLE VIII

The Corporation shall indemnify its directors, officers, employees, and agents to the fullest extent permitted by law.

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IN WITNESS WHEREOF, the undersigned incorporator has executed these articles of incorporation on September 10, 2018


Kenneth G. Arsenault, Jr.

ACCEPTANCE OF REGISTERED AGENT

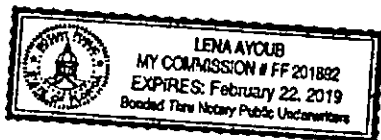
Having been named to accept service of process for Bass Management Group Corporation at the place designated in the articles of incorporation, the undersigned is familiar with and accepts the obligations of that position pursuant to F.S. 607.0501(3).

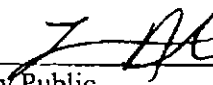

Kenneth G. Arsenault Jr.

Date: September 10, 2018

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 10th day of September, 2018, by Kenneth G. Arsenault, Jr., as Incorporator and as Registered Agent, who is personally known to me.




Notary Public
My Commission Expires:

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