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8. REGISTER FEB 28 1997

297,000 N 602

**CERTIFICATE OF INCORPORATION
OF
ESA 0302, INC.**

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TALLAHASSEE, FLORIDA

ARTICLE 1. NAME. The name of the Corporation is ESA 0302, Inc.

ARTICLE 2. PURPOSES. The only purpose of the Corporation is to (a) own, develop and operate the 2.23 acres, more or less, of property in Pensacola, Escambia County, Florida, as an extended stay lodging facility and (b) engage in such activities and exercise such other powers permitted to Corporations under the laws of the State of Florida that are necessarily incident to the purpose or necessary to accomplish the purpose set forth in the preceding clause (a).

ARTICLE 3. CORPORATE EXISTENCE. The existence of the Corporation shall begin when these Articles are filed with the Secretary of State.

ARTICLE 4. CAPITALIZATION. The aggregate number of shares which the Corporation is authorized to issue is 1,000, having a par value of \$0.01 each. All stock is common stock.

ARTICLE 5. REGISTERED OFFICE AND REGISTERED AGENT. The address of the Corporation's initial registered office in Florida is 1200 South Pine Island Road in the City of Plantation, County of Broward. The name of its registered agent at such address is CT Corporation System.

ARTICLE 6. PRINCIPAL OFFICE. The mailing address of the initial principal office of the Corporation is 450 East Las Olas Blvd., Suite 1100, Ft. Lauderdale, Florida 33301.

ARTICLE 7. PERSONAL LIABILITY OF DIRECTORS. The personal liability of any director of the Corporation is hereby eliminated to the fullest extent permitted by the Florida General Corporation Law, as the same may be amended and supplemented.

ARTICLE 8. INDEMNIFICATION. The Corporation shall, to the fullest extent permitted by the Florida General Corporation Law, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said code from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said code, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in said directors official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs executors and administrators of such a person; provided, however, that notwithstanding anything contained in these Articles of Incorporation to the contrary, any obligation of the Corporation to indemnify any person under this Article 8 shall be fully subordinated to any obligation of the Corporation owing to CS First Boston Mortgage Capital Corporation or its assignee arising under the Credit Facility Agreement or any

Property Loan Agreement as described in Article 11 hereafter, and shall not constitute a claim against the Corporation or its assets until such time as all such obligations have been fully and indefeasibly paid in accordance with their terms and fully discharged and are no longer outstanding.

ARTICLE 9. INDEPENDENT DIRECTOR. At all times, at least one of the directors of the Corporation shall be an Independent Director. "Independent Director" shall mean a director of the Corporation who has at no time been, nor at any time shall be, a director or officer of, be employed by, or hold any beneficial interest in any Affiliate, and who shall at no time hold any beneficial interest in the Corporation. "Affiliate" shall mean any entity other than the Corporation (i) which owns beneficially, directly or indirectly, ten (10%) percent or more of the outstanding shares of the common stock of the Corporation, (ii) which is in control of the Corporation, as defined under Section 230.405 of the Rules and Regulations of the Securities and Exchange Commission, 17 C.F.R. §230.405, (iii) of which ten (10%) percent or more of the outstanding shares of its common stock is owned beneficially, directly or indirectly, by any entity described in clause (i) or (ii) above, (iv) which is controlled by an entity described in clause (i) or (ii) above, as defined under Section 230.405 of the Rules and Regulations of the Securities and Exchange Commission, 17 C.F.R. §230.405.

ARTICLE 10. AMENDMENT OF BYLAWS. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the by-laws of the Corporation; provided, however, that any action in respect of the by-laws of the Corporation that bears upon whether the separate corporate identity of the Corporation and its Affiliates will be respected and the assets of the Corporation not consolidated with those of any Affiliate under applicable federal or state bankruptcy or insolvency law must receive the prior consent of the Independent Director.

ARTICLE 11. RESTRICTIONS ON CORPORATE ACTION. Only except as may be permitted in (i) that certain Credit Facility Agreement between Extended Stay America, Inc. and CS First Boston Mortgage Capital Corporation, dated as of May 17, 1996 (the "CFA Agreement"), or (ii) any Property Loan Agreement between the Corporation as Borrower and CS First Boston Mortgage Capital Corporation or its assignee as Lender, either agreement as amended from time to time, the Corporation shall:

11.1 Not engage in any business activity other than as set forth in Article 2 above or own any asset other than its interest in a guest lodging facility located at the property referred to in Article 2;

11.2 not incur any indebtedness, secured or unsecured, direct or contingent (including guaranteeing any obligation) or guaranty any indebtedness;

11.3 not amend these Articles of Incorporation in such a manner as to either broaden its business purpose or otherwise adversely affect its existence as a single purpose, independent entity;

11.4 maintain bank accounts, records and books of account separate and apart from any

other person or entity and neither commingle its funds and other assets with those of any other person or entity nor control the decisions with respect to the daily affairs of any other person or entity;

11.5 pay from its assets all obligations and indebtedness of any kind incurred by the Corporation, and shall not pay from its assets any obligations or indebtedness of any other person or entity;

11.6 maintain an arm's-length relationship with its partners, Affiliates and any other party furnishing services to it; and

11.7 not hold itself out as having agreed to be liable for the debts of any other person, and at all times the Corporation will hold itself out to the public as a legal entity separate and distinct from any other entity (including any shareholder or Affiliate of the Corporation);

11.8 not enter into any contract or agreement with any shareholder, director, officer, principal or Affiliate of the Corporation, 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 other than a shareholder, a director, an officer, a principal or an Affiliate;

11.9 not make any loans or advances to any third party (including any shareholder, director, officer, principal or Affiliate);

11.10 be solvent and pay its debts from its own assets as the same become due and 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;

11.11 do all things necessary to preserve its existence and not seek the termination, dissolution or winding up, in whole or in part, of the Corporation;

11.12 file its own tax returns separate from any other person or entity other than a consolidated, unitary or other similar return filed with its direct or indirect parent or any wholly-owned direct or indirect subsidiary of such parent;

11.13 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 shareholder, any director, any officer, any principal, any Affiliate or any other person; and

11.14 not merge or consolidate with or into any other entity or sell its assets substantially as an entity to any other entity.

ARTICLE 12. INDEPENDENT DIRECTOR CONSENTS. Without the prior consent of the Independent Director, the Corporation shall not:

12.1 enter into any transactions (other than dividends or distributions to the shareholders of the Corporation or indebtedness as provided in Section 7.5 G(d) of the CFA Agreement) between the Corporation and any Affiliates;

12.2 institute proceedings seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect, or seek or consent to such proceedings or the appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Corporation or a substantial part of its property, or make any assignment for the benefit of creditors, or, except as required by law, admit in writing its inability to pay its debts as they become due, or take any corporate action in furtherance of any of the foregoing;

12.3 undertake any action in respect of these Articles of Incorporation that bears upon whether the separate corporate identity of the Corporation and its Affiliates will be respected and the assets of the Corporation not consolidated with those of any Affiliate under applicable federal or state bankruptcy or insolvency law, or that amends, alters, changes or repeals Articles 2.8, 9, 10, 11 or this Article;

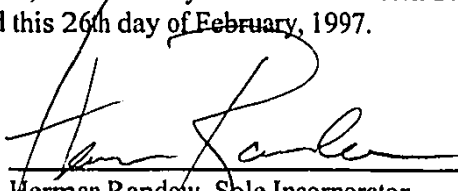
12.4 undertake any of the actions set forth in Articles 11.1, 11.2, 11.3, 11.7, 11.8, 11.9 or 11.14 hereof, or fail to undertake any of the actions set forth in Articles 11.4, 11.5, 11.6, 11.10, 11.11, 11.12 and 11.13.

ARTICLE 13. PREEMPTIVE RIGHTS ABOLISHED. No shares issued by the Corporation shall be subject to any preemptive rights.

ARTICLE 14. INCORPORATOR. The name and address of the sole incorporator is:

Herman Randow, Esq.
Munsch Hardt Kopf Harr & Dinan, P.C.
4000 Fountain Place
1445 Ross Avenue
Dallas, Texas 75202

I, the undersigned, for the purpose of forming a corporation under the laws of the State of Florida, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 26th day of February, 1997.


Herman Randow, Sole Incorporator

HAVING BEEN NAMED AS REGISTERED AGENT AND TO RECEIVE SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THESE PROVISIONS, 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.

CT CORPORATION SYSTEM

DATE: 2/28/97

BY: Connie Bryan

Connie Bryan,
Special Assistant Secretary

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TALLAHASSEE, FLORIDA