

AFFIDAVIT OF NAME CHANGE

STATE OF ALABAMA §
 §
COUNTY OF SHELBY §

The undersigned, Scott Frey ("Affiant"), the authorized signatory of WoodSpring Suites Birmingham South LLC, a Kansas limited liability company, being first duly sworn at the time and place hereinafter set forth, deposes and says that he/she has knowledge of the facts herein set forth based solely on information in public records; and that he/she is over the age of 18 and competent to give this Affidavit. This Affidavit is given with respect to property located at 101 Bishop Circle, City of Pelham, County of Shelby, State of Alabama, as more particularly described on Exhibit A attached hereto (the "Property"). Affiant states the following based upon matters of public record:

1. The record owner of the property described on Exhibit A attached hereto is Value Place Pelham LLC, a Kansas limited liability company, by virtue of Statutory Warranty Deed filed as Instrument No. 20070712000329610 in the Office of the Probate Judge of Shelby County, Alabama.

2. Value Place Pelham LLC, a Kansas limited liability company, changed its name to WoodSpring Suites Pelham LLC, a Kansas limited liability company, on or about May 22, 2015; and WoodSpring Suites Pelham LLC, a Kansas limited liability company, changed its name to Value Place Pelham LLC, a Kansas limited liability company, on or about December 8, 2015; and Value Place Pelham LLC, a Kansas limited liability company, changed its name to WoodSpring Suites Birmingham South LLC, a Kansas limited liability company, on or about June 27, 2016, as evidenced by the filing of the appropriate Limited Liability Company Certificates of Amendment with the Secretary of State of Kansas. A certified copy of each such Limited Liability Company Certificate of Amendment is attached hereto as Exhibit B.

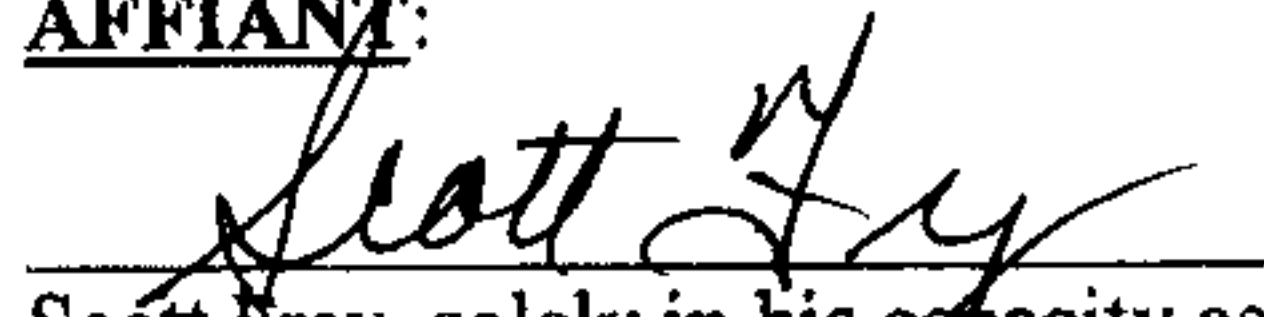
3. Affiant gives this Affidavit to place evidence of the change of name as set forth above in the records of Shelby County, Alabama; and confirm that the owner of the Property is WoodSpring Suites Birmingham South LLC, a Kansas limited liability company.

[SIGNATURE PAGE FOLLOWS]


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Further, AFFIANT sayeth naught.

AFFIANT:



Scott Frey, solely in his capacity as
Authorized Signatory of WoodSpring Hotels Mezz
GP LLC, a Delaware limited liability company, the
manager of WoodSpring Suites Birmingham South
LLC

STATE OF KANSAS §
 §
COUNTY OF SEDGWICK §

I, the undersigned notary public, in and for said county and state, hereby certify that on
this 31st day of January, 2018, before me, personally came Scott Frey, solely in his
capacity as Authorized Signatory of WoodSpring Hotels Mezz GP LLC, a Delaware limited
liability company, the manager of WoodSpring Suites Birmingham South LLC, the Affiant in the
foregoing instrument, and acknowledged the signing thereof to be his voluntary act and deed.

Given under my hand and official seal, this 31st day of January, 2018.


NOTARY PUBLIC

My commission expires: _____

This instrument prepared by:

Kathleen J. Wu, Esq.
Andrews Kurth Kenyon LLP
1717 Main Street, Suite 3700
Dallas, Texas 75201




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EXHIBIT A

Legal Description of the Property

PARCEL I

A PARCEL OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST SHELBY COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION AND RUN EAST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1826.56 FEET; THENCE LEAVING SAID SOUTH LINE TURN AN INTERIOR ANGLE TO THE RIGHT OF 57 DEGREES 00 MINUTES 07 SECONDS AND RUN NORTHWESTERLY DIRECTION FOR A DISTANCE OF 399.97 FEET TO A POINT ON THE NORTHERN-MOST RIGHT OF WAY OF OAK MOUNTAIN PARK ROAD (60 ROW.) SAID POINT BEING A FOUND 5/8" REBAR; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 45 DEGREES 19 MINUTES 42 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 192.27 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED SAID POINT BEING A FOUND 5/8" REBAR; THENCE TURN AN EXTERIOR ANGLE TO THE RIGHT OF 85 DEGREES 19 MINUTES 24 SECONDS AND RUN NORTHERLY DIRECTION FOR A DISTANCE OF 280.69 FEET TO A POINT ON THE SOUTHERN-MOST RIGHT OF WAY OF BISHOP CIRCLE, SAID POINT BEING A SET 5/8" CAPPED REBAR STAMPED CA-560-LS, SAID POINT ALSO BEING ON A CURVE TURNING TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 37 DEGREES 53 MINUTES 41 SECONDS, A CHORD DISTANCE OF 32.47 FEET, AND AN INTERIOR ANGLE TO THE LEFT TO CHORD OF 144 DEGREES 21 MINUTES 42 SECONDS; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 33.07 FEET TO A SET 5/8" CAPPED REBAR STAMPED CA-560-LS, SAID POINT BEING THE BEGINNING OF A REVERSE CURVE TURNING TO THE RIGHT, SAID CURVE HAVING RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 73 DEGREES 23 MINUTES 54 SECONDS, AND A CHORD DISTANCE OF 23.90 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 25.62 FEET TO A 5/8" CAPPED REBAR STAMPED CA-560-LS, SAID POINT ALSO BEING THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN ALONG A LINE TANGENT TO SAID CURVE AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 238.68 FEET TO A SET 5/8" CAPPED REBAR STAMPED CA-560-LS, SAID POINT ALSO BEING ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3599.42 FEET, A CENTRAL ANGLE OF 03 DEGREES 37 MINUTES 05 SECONDS, A CHORD DISTANCE OF 227.25 FEET, AND AN INTERIOR ANGLE TO THE LEFT TO CHORD OF 93 DEGREES 53 MINUTES 53 SECONDS; THENCE RUN ALONG THE ARC OF SAID CURVE ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 227.09 FEET TO A FOUND 5/8" REBAR, SAID POINT ALSO BEING ON THE AFORE MENTIONED RIGHT OF WAY OF OAK MOUNTAIN PARK ROAD (1-65 SERVICE ROAD); THENCE TURN AN INTERIOR ANGLE TO THE LEFT CHORD OF 124 DEGREES 46 MINUTES 38 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 132.51 FEET TO A FOUND CONCRETE MONUMENT; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 145 DEGREES 56 MINUTES 59 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 164.71 FEET TO A FOUND CONCRETE MONUMENT; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 172 DEGREES 00 MINUTES 18 SECONDS AND RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 24.16 FEET TO THE POINT OF BEGINNING.

PARCEL II

A 15 FOOT WIDE EXCLUSIVE AND PERPETUAL RETAINING WALL EASEMENT FOR THE BENEFIT OF PARCEL I, AS CREATED BY THAT CERTAIN RETAINING WALL EASEMENT AGREEMENT BY AND BETWEEN NEWCASTLE CONSTRUCTION, INC. AND VALUE PLACE PELHAM, LLC, RECORDED IN INSTRUMENT NO. 20070723000343400 JULY 23, 2007 OVER, UNDER AND ACROSS THE PROPERTY DESCRIBED THEREIN.


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EXHIBIT B

Limited Liability Company Certificate of Amendment

WoodSpring Suites Birmingham South LLC

Attached.



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**ARTICLES OF ORGANIZATION
OF
VALUE PLACE PELHAM LLC
A LIMITED LIABILITY COMPANY**

The undersigned, in order to form a limited liability company for the purposes hereinafter stated under and pursuant to the Kansas Revised Limited Liability Company Act (the "Act"), hereby provides as follows:

ARTICLE I

Name

The name of the limited liability company formed hereby is Value Place Pelham LLC (the "Company").

ARTICLE II

Registered Office and Resident Agent

The address of the Company's registered office in the State of Kansas is 1551 North Waterfront Parkway, Suite 100, Wichita, Kansas 67206. The name of its resident agent at such address is Harvey R. Sorensen.

ARTICLE III

Definitions

For all purposes of these Articles of Organization, except as otherwise expressly required or unless the context clearly indicates a contrary intent:



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"Affiliate" shall mean, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director or officer of such Person or of an Affiliate of such Person.

"Borrower" shall mean the Company.

"Debt" shall mean the outstanding principal amount set forth in, and evidenced by, a Loan Agreement and the Note together with all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loan under the Note, the Loan Agreement, the Mortgages and the other Loan Documents.

"Improvements" shall have the meaning set forth in the granting clause of the Mortgage with respect to the Property.

"Indebtedness" of a Person, at a particular date, means the sum (without duplication) at such date of (a) all indebtedness or liability of such Person (including, without limitation, amounts for borrowed money and indebtedness in the form of mezzanine debt and preferred equity); (b) obligations evidenced by bonds, debentures, notes, or other similar instruments; (c) obligations for the deferred purchase price of property or services (including trade obligations); (d) obligations under letters of credit; (e) obligations under acceptance facilities; (f) all guaranties, endorsements (other than for collection or deposit in the ordinary course of business) and other contingent obligations to purchase, to provide funds for payment, to supply funds, to invest in any Person or entity, or otherwise to assure a creditor against loss; and (g) obligations secured by any Liens, whether or not the obligations have been assumed.

"Independent Director" or **"Independent Manager"** shall mean a Person who is not at the time of initial appointment, or at any time while serving as a director or manager, as applicable, and has not been at any time during the preceding five (5) years: (a) a stockholder, director (with the exception of serving as the Independent Director or Independent Manager), officer, employee, partner, member, manager, contractor, attorney or counsel of the Principal, Borrower or any Affiliate of either of them; (b) a customer, creditor, supplier or other person who derives any of its purchases or revenues from its activities with the Principal, Borrower or any Affiliate of either of them; (c) a Person controlling or under common control with any such stockholder, director, officer, partner, member, manager, contractor, customer, creditor, supplier or other Person; or (d) a member of the immediate family of any such stockholder, director, officer, employee, partner, member, manager, contractor, customer, creditor, supplier or other Person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a Person, whether through ownership of voting securities, by contract or otherwise.

"Lender" shall mean a financial institution that shall loan funds to Borrower for the purpose of (a) acquiring the Property and/or repaying and discharging any existing loans relating to the Property, (b) paying costs and expenses incurred in connection with the closing of the Loan, as approved by Lender, (c) funding any working capital requirements of the Property and (d) distributing the balance, if any, to Borrower.

"Lien" shall mean, with respect to the Property, any mortgage, deed of trust, deed to secure debt, lien, pledge, hypothecation, assignment, security interest, or any other encumbrance, charge or transfer of, on or affecting Borrower, the related Property, any portion thereof or any interest therein,



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including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, the filing of any financing statement, and mechanic's, materialmen's and other similar Liens and encumbrances.

"Loan" shall mean the loan made by Lender to Borrower pursuant to the Loan Agreement.

"Loan Agreement" shall mean the agreement entered into by Lender and Borrower evidencing the loan from Lender to Borrower.

"Loan Documents" shall mean, collectively, the Loan Agreement, the Note, the Mortgages, and any and all other documents executed and/or delivered in connection with the Loan.

"Manager" shall mean Value Place Property Management LLC, or, if the context requires, a Qualified Manager who is managing the Property.

"Mortgage" shall mean, with respect to the Property, that certain first priority Mortgage or Deed of Trust, executed and delivered by Borrower as security for the Loan and encumbering such Property, as the same may be amended, consolidated, split, spread, severed, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time.

"Note" shall mean that certain Promissory Note made by Borrower in favor of Lender, as the same may be amended, consolidated, severed, restated, replaced, supplemented, extended, renewed or otherwise modified from time to time.

"Person" shall mean any individual, corporation, partnership, joint venture, a limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Principal" shall mean Value Place CS Holdings LLC Manager Inc.

"Property" shall mean each parcel of real property, the Improvements thereon and all personal property owned by Borrower and encumbered by the Mortgage, together with all rights pertaining to such property and Improvements, as more particularly described in granting clause of the Mortgage and referred to therein as the "Property".

"Qualified Franchisor" shall mean either (a) Value Place Franchise Services, LLC, (b) Courtyard by Marriott, Residence Inn by Marriott and Renaissance, or each successor brand thereto; or (c) in the reasonable judgment of Lender, a similarly reputable and experienced hotel operator (which may be an Affiliate of Borrower) directly or through affiliates possessing experience in flagging hotel properties similar in size, scope, use and value as the Property, provided, that Borrower shall have obtained (i) prior written confirmation from the applicable Rating Agencies that licensing of the Property by such Person will not cause a downgrade, withdrawal or qualification of the then current ratings of the Securities or any class thereof.

"Qualified Manager" shall mean either (a) Manager or (b) in the reasonable judgment of Lender, a reputable and experienced management organization (which may be an Affiliate of Borrower) which (i) is a reputable management company approved by the Qualified Franchisor and having at least five (5) years' experience in the management of hotels with similar uses as the Property and in the jurisdictions in which the Property is located, (ii) at the time of its engagement and has, for at least five (5) years prior to its engagement as property manager, managed at least five



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(5) properties of the same property type as the Property, and (iii) is not the subject of a bankruptcy or similar insolvency proceeding, provided, that Borrower shall have obtained prior written confirmation from the applicable Rating Agencies that management of the Property by such Person will not cause a downgrade, withdrawal or qualification of the then current ratings of the Securities or any class thereof.

"Rating Agencies" shall mean each of S&P, Moody's and Fitch, or any other nationally recognized statistical rating agency which has been approved by Lender.

"Securities" shall mean the securities resulting from the sale of all or any portion of the Loan and the Loan Documents, or the issuance of one or more participations therein, or the consummation of one or more private or public securitizations of rated single- or multi-class securities by the Lender.

"Special Purpose Entity" shall mean shall mean a corporation, limited partnership or limited liability company which at all times on and after the date hereof complies with the provisions of Article IV hereof.

ARTICLE IV

Purpose

The Company is organized for profit, and:

(a) is organized solely for the purpose of (i) acquiring, developing, owning, holding, selling, leasing, transferring, exchanging, managing and operating the Property, and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing; or (ii) acting as a general partner of the limited partnership or member of the limited liability company that owns the Property;

(b) is not engaged and will not engage in any business unrelated to the acquisition, development, ownership, management or operation of the Property;

(c) does not have and will not have any assets other than those related to the Property;

(d) so long as the Loan is outstanding, has not engaged, sought or consented to and will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, sale of all or substantially all of its assets, or amendment of its articles of organization or operating agreement with respect to the matters set forth in this definition without the consent of Lender;

(e) has at least one Independent Manager that is (i) a member that is a Special Purpose Entity that is a corporation that has at least two (2) Independent Directors and that owns at least one percent (1.0%) of the equity of the limited liability company, (ii) a Special Purpose Entity that is not a member, or (iii) a natural person;

(f) will not without the affirmative vote of the Independent Manager of the Company and all other managers of the Company, file a bankruptcy or insolvency petition or otherwise institute insolvency proceedings with respect to itself or to any other entity in which it has a direct or indirect legal or beneficial ownership interest;



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(g) is and will 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, and is maintaining 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;

(h) has not failed and will not fail to correct any known misunderstanding regarding the separate identity of the Company from any other Person;

(i) has maintained and will maintain its accounts, books and records separate from those of any other Person and will file its own tax returns, except to the extent that it is required to file consolidated tax returns by law;

(j) has maintained and will maintain its own governance records, books, resolutions and agreements;

(k) (i) has not commingled and will not commingle its assets, funds or liabilities with the assets, funds or liabilities of any other Person and (ii) has not participated and will not participate in any cash management system other than with Lender;

(l) has held and will hold its assets in its own name;

(m) has conducted and will conduct its business in its name or in a name franchised or licensed to it by an entity other than an Affiliate of the Company, except for services rendered under a business management services agreement with an Affiliate that complies with the terms contained in Subsection (aa) below, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Company;

(n) has maintained and will maintain its financial statements, accounting records and other entity documents separate from any other Person and has not permitted and will not permit its assets to be listed as assets on the financial statement of any other entity except as required by GAAP; provided, however, that any such consolidated financial statement shall contain a note indicating that the Company's separate assets and liabilities are neither available to pay the debts of the consolidated entity nor constitute obligations of the consolidated entity;

(o) has paid and will pay its own liabilities and expenses, including the salaries of its own employees, out of its own funds and assets, and has maintained and will maintain a sufficient number of employees in light of its contemplated business operations;

(p) has observed and will observe all limited liability company formalities;

(q) has and will have no Indebtedness other than (i) the Loan, (ii) liabilities incurred in the ordinary course of business relating to the ownership and operation of the Property and the routine administration of the Company, in amounts not to exceed one percent (1%) of the principal balance of the Loan which liabilities are not more than sixty (60) days past the date incurred, are not evidenced by a note and are paid when due, and which amounts are normal and reasonable under the circumstances, and (iii) such other liabilities that are permitted pursuant to the Loan Agreement;

(r) has not and will not 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 except as permitted pursuant to the Loan Agreement;

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- (s) has not and will not acquire obligations or securities of its partners, members or shareholders or any other Affiliate;
- (t) has allocated and will allocate fairly and reasonably any overhead expenses that are shared with any Affiliate, including, but not limited to, paying for shared office space and services performed by any employee of an Affiliate;
- (u) maintains and uses and will maintain and use separate stationery, invoices and checks bearing its name. The stationery, invoices, and checks utilized by the Company or utilized to collect its funds or pay its expenses shall bear its own name and shall not bear the name of any other entity unless such entity is clearly designated as being the Company's agent;
- (v) has not pledged and will not pledge its assets for the benefit of any other Person;
- (w) has held itself out and identified itself and will hold itself out and identify itself as a separate and distinct entity under its own name or in a name franchised or licensed to it by an entity other than an Affiliate of the Company and not as a division or part of any other Person, except for services rendered under a business management services agreement with an Affiliate that complies with the terms contained in Subsection (aa) below, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Company;
- (x) 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 other Person;
- (y) has not made and will not make loans to any Person or hold evidence of indebtedness issued by any other Person or entity (other than cash and investment-grade securities issued by an entity that is not an Affiliate of or subject to common ownership with such entity);
- (z) has not identified and will not identify its partners, members or shareholders, or any Affiliate of any of them, as a division or part of it, and has not identified itself and shall not identify itself as a division of any other Person;
- (aa) has not entered into or been a party to, and will not enter into or be a party to, any transaction with its partners, members, shareholders or Affiliates except in the ordinary course of its business and on terms which are intrinsically fair, commercially reasonable and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party;
- (bb) has not and will not 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;
- (cc) it shall consider the interests of its creditors in connection with all Company actions;
- (dd) does not and will not have any of its obligations guaranteed by any Affiliate; and
- (ee) has complied and will comply with all of the terms and provisions contained in its organizational documents. The statement of facts contained in its organizational documents is true and correct and will remain true and correct.



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IN WITNESS WHEREOF, the undersigned authorized person has executed these Articles of Organization on this 30th day of April, 2007.



Kathleen R. Leal, Authorized Person



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**AMENDED AND RESTATED
 ARTICLES OF ORGANIZATION
 OF
 VALUE PLACE PELHAM LLC**

(Value Place Pelham LLC was originally
 organized by the filing of its
 Articles of Organization with
 the Kansas Secretary of State on April 30, 2007)

IT IS HEREBY CERTIFIED that the following Amended and Restated Articles of Organization of Value Place Pelham LLC (the "Company") which amend and restate the Company's Articles of Organization, as originally filed, were duly set forth, proposed, and approved, in accordance with the provisions of the Company's Operating Agreement and Revised Kansas Limited Liability Act and amendments thereto (the "Act"), and that these Amended and Restated Articles of Organization constitute all of the Articles of Organization of the Company and do hereby supersede the Company's Articles of Organization as originally filed. These Amended and Restated Articles of Organization have been duly executed and filed in accordance with K.S.A. 17-7680.

ARTICLE I

Name

The name of the limited liability company formed hereby is Value Place Pelham LLC (the "Company").

ARTICLE II

Registered Office and Resident Agent

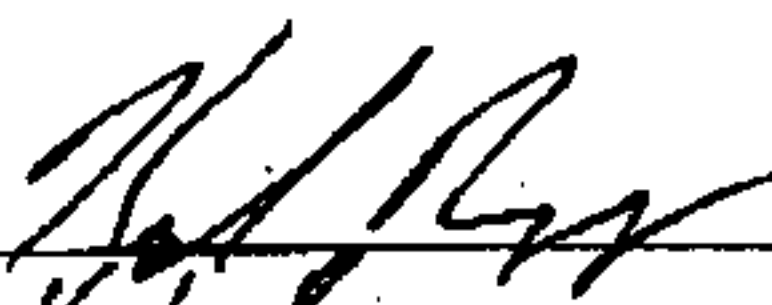
The address of the Company's registered office in the State of Kansas is 1551 North Waterfront Parkway, Suite 100, Wichita, Kansas 67206. The name of its resident agent at such address is Harvey R. Sorensen.

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IN WITNESS WHEREOF, the undersigned authorized person has executed these Amended and Restated Articles of Organization on this 9th day of April, 2013.



Kyle Ross, Authorized Person



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KANSAS SECRETARY OF STATE
Limited Liability Company
Certificate of Amendment

CONTACT: Kansas Office of the Secretary of State

Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594

(785) 296-4564
kssos@sos.ks.gov
www.sos.ks.gov

Above space is for office use only.

i **INSTRUCTIONS:** All information must be completed or this document will not be accepted for filing.
Please read instructions before completing.

1. Business entity ID number:

This is not the Federal Employer ID Number (FEIN)

4067369

2. Name of the limited liability company:

Name must match the name on record with the Secretary of State

Value Place Pelham LLC

3. The limited liability company amends its articles of organization as follows:

See attached

4. Future effective date:

A future effective date must be within 90 days of filing date

☒ Upon filing

☐ Future effective date

Month

Day

Year

5. I declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct and that I have remitted the required fee.

Signature of authorized person

Karen Pickens

Name of signer (printed or typed)

5/6/15

Date (month, day, year)

i **Instructions:**

☐ 1. Submit this form with the \$35 filing fee.

SECOND AMENDED AND RESTATED ARTICLES OF ORGANIZATION

OF

VALUE PLACE PELHAM LLC

A LIMITED LIABILITY COMPANY

(Value Place Pelham LLC was originally
Organized by the filing of its Articles of Organization with
The Kansas Secretary of State on April 30, 2007)

IT IS HEREBY CERTIFIED that the following Second Amended and Restated Articles of Organization of Value Place Pelham LLC (the "Company") which amends and restates the Company's Articles of Organization, as originally filed and subsequently amended, were duly set forth, proposed, and approved, in accordance with the provisions of the Company's Operating Agreement and Revised Kansas Limited Liability Act and amendments thereto (the "Act"), and that these Second Amended and Restated Articles of Organization constitutes all of the Articles of Organization of the Company and does hereby supersede the company's Articles of Organization as originally filed and amended by the Amended and Restated Articles of Organization. This Second Amended and Restated Articles of Organization have been duly executed and filed in accordance with K.S.A. 17-7680 and 17-7678.

ARTICLE I

Name

The name of the limited liability company formed hereby is WoodSpring Suites Pelham LLC.

ARTICLE II

Registered Office and Resident Agent

The address of the Company's registered agent in the State of Kansas is 8621 E. 21st Street North, Suite 250, Wichita, KS 67206. The name of the resident agent at such address is Karen Pickens.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed her name on this 6th day of May, 2015.


Karen Pickens


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KANSAS SECRETARY OF STATE
Limited Liability Company
Certificate of Amendment

Kansas Office of the Secretary of State:

Memorial Hall, 1st Floor (785) 296-4564
 120 S.W. 10th Avenue kssos@sos.ks.gov
 Topeka, KS 66612-1594 www.sos.ks.gov

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This form must be complete and accompanied by the correct filing fee or the document will not be accepted for filing.

1. Business entity ID number

Not Federal Employer ID Number (FEIN).

4067369

2. Name of limited liability company

Must match name on record with Secretary of State.

WoodSpring Suites Pelham LLC

3. The limited liability company amends its articles of organization as follows:

See Attached

4. Future Effective date

Must be within 90 days of filing date.

☒ Upon filing

☐ Future effective date:

Month

Day

Year

5. I declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct, and that I have remitted the required fee.

Signature of Authorized Person

Name of Signer (printed or typed)

Phone Number

316-630-5544

Month

Day

Year

12

8

15



20180212000045020 17/20 \$72.00
 Shelby Cnty Judge of Probate, AL
 02/12/2018 12:12:16 PM FILED/CERT

JB

**THIRD AMENDED AND RESTATED ARTICLES OF ORGANIZATION
OF**

WOODSPRING SUITES PELHAM LLC

A LIMITED LIABILITY COMPANY

(WoodSpring Suites Pelham LLC was originally
Organized by the filing of its Articles of Organization with
The Kansas Secretary of State on April 30, 2007)

IT IS HEREBY CERTIFIED that the following Third Amended and Restated Articles of Organization of WoodSpring Suites Pelham LLC (the "Company") which amends and restates the Company's Articles of Organization, as originally filed and subsequently amended, were duly set forth, proposed, and approved, in accordance with the provisions of the Company's Operating Agreement and Revised Kansas Limited Liability Act and amendments thereto (the "Act"), and that these Third Amended and Restated Articles of Organization constitutes all of the Articles of Organization of the Company and does hereby supersede the company's Second Amended Articles of Organization as filed. This Third Amended and Restated Articles of Organization has been duly executed and filed in accordance with K.S.A. 17-7680 and 17-7678.

ARTICLE I

Name

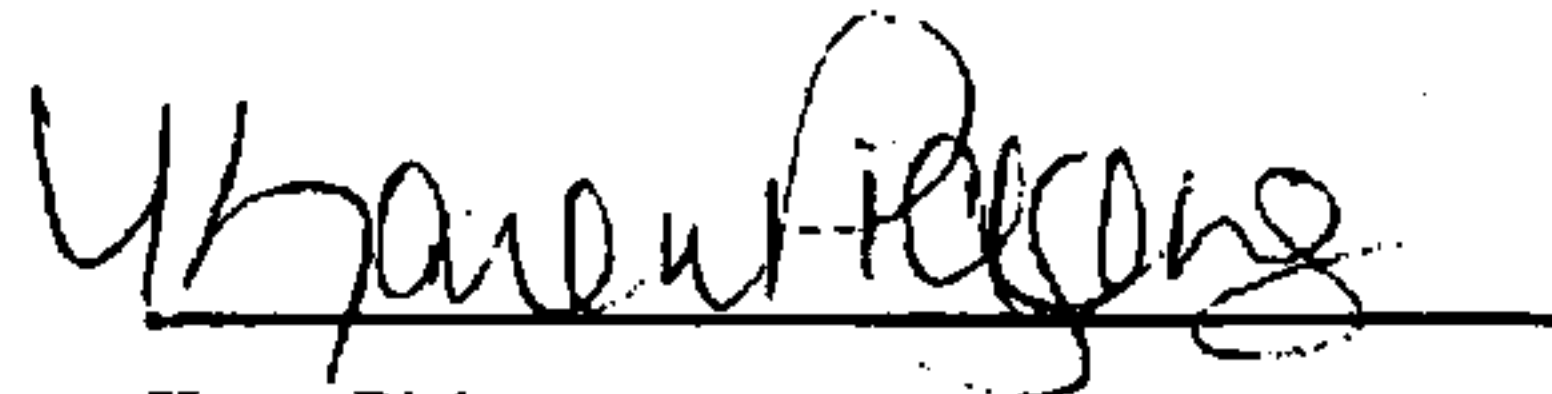
The name of the limited liability company formed hereby is Value Place Pelham LLC.

ARTICLE II

Registered Office and Resident Agent

The address of the Company's registered agent in the State of Kansas is 8621 E. 21st Street North, Suite 250, Wichita, KS 67206. The name of the resident agent at such address is Karen Pickens.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed her name on this 8th day
of December, 2015


Karen Pickens


20180212000045020 18/20 \$72.00
Shelby Cnty Judge of Probate, AL
02/12/2018 12:12:16 PM FILED/CERT



**KANSAS SECRETARY OF STATE
Limited Liability Company
Certificate of Amendment**

Kansas Office of the Secretary of State:

Memorial Hall, 1st Floor (785) 296-4564
120 S.W. 10th Avenue kssos@sos.ks.gov
Topeka, KS 66612-1594 www.sos.ks.gov

3415 02
053 003
\$35.00

FILED BY KS SOS
06-27-2016
4 04:38:16 PM
FILE#: 4067369



04535895

This form must be complete and accompanied by the correct filing fee or the document will not be accepted for filing.

1. Business entity ID number

Not Federal Employer ID Number (FEIN).

4067369

2. Name of limited liability company

Must match name on record with Secretary of State.

Value Place Pelham LLC

3. The limited liability company amends its articles of organization as follows:

See Attached

4. Future Effective date

Must be within 90 days of filing date.

☒ Upon filing

☐ Future effective date:

Month

Day

Year

5. I declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct, and that I have remitted the required fee.

Signature of Authorized Person

X

Month

Day

Year

Name of Signer (printed or typed)

Karen Pickens

Phone Number

(316) 630-5544



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Shelby Cnty Judge of Probate, AL
02/12/2018 12:12:16 PM FILED/CERT

20180212000045020 20/20 \$72.00
 Shelby Cnty Judge of Probate, AL
 02/12/2018 12:12:16 PM FILED/CERT

**FOURTH AMENDED AND RESTATED ARTICLES OF ORGANIZATION
 OF**

VALUE PLACE PELHAM LLC

A LIMITED LIABILITY COMPANY

(Value Place Pelham LLC was originally
 Organized by the filing of its Articles of Organization with
 The Kansas Secretary of State on April 30, 2007)

IT IS HEREBY CERTIFIED that the following Fourth Amended and Restated Articles of Organization of Value Place Pelham LLC (the "Company") which amends and restates the Company's Articles of Organization, as originally filed and subsequently amended, were duly set forth, proposed, and approved, in accordance with the provisions of the Company's Operating Agreement and Revised Kansas Limited Liability Act and amendments thereto (the "Act"), and that these Fourth Amended and Restated Articles of Organization constitutes all of the Articles of Organization of the Company and does hereby supersede the company's Third Amended Articles of Organization as filed. This Fourth Amended and Restated Articles of Organization have been duly executed and filed in accordance with K.S.A. 17-7680 and 17-7678.

ARTICLE I

Name

The name of the limited liability company formed hereby is WoodSpring Suites Birmingham South LLC.

ARTICLE II

Registered Office and Resident Agent

The address of the Company's registered office in the State of Kansas is 8621 E. 21st Street North, Suite 250, Wichita, KS 67206. The name of the resident agent at such address is Karen Pickens.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed her name on this 24 day of June, 2016.


 Karen Pickens



I hereby certify this to be a true and
 correct copy of the original on file.
 Certified on this date January 29, 2018
 Kris W. Korsch
 Secretary of State 