Control Number : 18006434

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF CONVERSION

I, **Brian P. Kemp**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that articles of conversion have been filed on **02/20/2018** converting

PRG Hickory View, LLC
a **Domestic Limited Liability Company**
to
PRG Hickory View, INC.
a **Domestic Profit Corporation**

The required fees as provided by Title 14 of the Official Code of Georgia Annotated have been paid.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **02/21/2018**.

Brian P. Kemp
Secretary of State

2018 FEB 20 AM 11:30
SECRETARY OF STATE
CORPORATIONS DIVISION

CERTIFICATE OF CONVERSION TO A GEORGIA CORPORATION

ARTICLE I

This Certificate of Conversion and attached Articles of Incorporation are submitted to convert the following Georgia limited liability company into a Georgia corporation in accordance with Section 14-2-202 and Section 14-2-1109.2 of the Official Code of Georgia Annotated ("O.C.G.A.") and pursuant to the company's election to become a corporation.

ARTICLE II

The name of the company making the conversion election is PRG Hickory View, LLC, a Georgia limited liability company (the "Company").

ARTICLE III

The Company elects to be converted to a Georgia corporation named PRG Hickory View, Inc. (the "Converted Entity").

ARTICLE IV

The effective date of such conversion shall be the date of filing (the "Effective Date").

ARTICLE V

The election to be converted was unanimously approved by all of the members of the Company as required by Section 14-2-1109.2(a) of the O.C.G.A.

ARTICLE VI

Contemporaneously filed herewith are articles of incorporation pursuant to O.C.G.A. Section 14-2-202 which such articles of incorporation shall be the articles of incorporation of the Converted Entity unless and until modified.

ARTICLE VII

From and after the Effective Date, each of the membership interests in the Company issued and outstanding immediately prior to the Effective Date shall be automatically converted into one (1) share of issued and outstanding Common Stock, par value $0.0001, of the Converted Entity.

Laura G. Hester, Organizer

ARTICLES OF INCORPORATION

OF

PRG HICKORY VIEW, INC.

Article 1. **Name**. **The name of the Corporation is PRG Hickory View, Inc.**

Article 2. **State of Organization.** The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. **Capital Stock.** The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, $0.0001 par value per share, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. **Registered Office and Registered Agent.** The initial registered office of the Corporation shall be at 5425 Peachtree Parkway, Peachtree Corners, Gwinnett County, Georgia 30092. The initial registered agent of the Corporation at such address shall be Douglas P. Foppe.

Article 5. **Principal Office.** The initial principal office of the Corporation shall be at 5425 Peachtree Parkway, Peachtree Corners, Gwinnett County, Georgia 30092.

Article 6. **Director's Liability.** No director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for any action taken, or any failure to take any action, as a director; provided, that this provision shall eliminate or limit the liability of a director only to the extent permitted from time to time by the Georgia Business Corporation Code or any successor law or laws.

Article 7. **Indemnification**. To the maximum extent permitted by the Georgia Business Corporation Code, the Corporation shall indemnify any officer or director who is a party to a proceeding, including a proceeding brought by or in the right of the Corporation, because he or she is or was a director or officer of the Corporation, or because he or she is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise at the request of the Corporation.

Article 8. **Action by Shareholders Without a Meeting.** Any action which may be taken at a meeting of the shareholders may be taken without a meeting if written consent, setting forth the actions so taken, shall be signed by those shareholders entitled to vote with respect to the subject matter thereof having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take such action at a meeting at which all shareholders entitled to vote were present and voted.

Article 9. **Special Purpose Bankruptcy Remote Entity.**

Capitalized terms in this Article 9 shall have the meaning of such terms as ascribed to them in that certain Loan Agreement (the "Loan Agreement") by and between PRG Hickory View TN, LP, a Georgia limited partnership (the "Partnership") and MFLP Hickory LLC ("MFLP", collectively with the Partnership, the "Borrower") and LoanCore Capital Funding Corporation, LLC, a Delaware limited liability company (the "Lender") in respect of that certain indebtedness of Borrower in the original principal amount of $10,600,000.00 (the "Loan"). From and after the formation of the Corporation and while any portion of the Loan remains outstanding, the Corporation:

(i) shall be organized solely for the purposes of acting as the general partner of the Partnership that acquires, develops, owns, holds, sells, leases, transfers, operates and maintains the Property, and all activities incidental thereto;

(ii) has not and will not engage in any business unrelated to acting as general partner of the Partnership that acquires, develops, owns, holds, sells, leases, transfers, operates and maintains the Property;

(iii) has not and will not have any assets other than those related to its partnership in the Partnership that owns the Property;

(iv) has not and will not engage in, seek or consent to any dissolution (to the fullest extent permitted by law), winding up, liquidation, consolidation, merger, asset sale, transfer of partnership or the like, or amendment of its articles of incorporation, except as expressly permitted by the Loan Agreement;

(v) will have at least one (1) Independent Director, and has not caused or allowed and will not cause or allow the board of directors to take any action requiring the unanimous affirmative vote of 100% of the members of its board of directors unless all of the directors and the Independent Director shall have participated in such vote, and the organizational documents of the Corporation shall provide that no Independent Director may be removed or replaced without Cause and unless the Corporation provides Lender with not less than three (3) Business Days' prior written notice of any proposed removal of an Independent Director, together with a statement as to the reasons for such removal, and (b) the identity of the proposed replacement Independent Director, together with a certification that such replacement satisfies the requirements set forth in the organizational documents for an Independent Director;

(vi) without the unanimous consent of all of its directors (including all Independent Director), will not, with respect to the Corporation or to any other entity in which it has a direct or indirect legal or beneficial ownership interest (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 such entity or for all or any portion of such entity's properties, (C) make any assignment for the benefit of such entity's creditors or (D) take any action that might cause such entity to become insolvent;

(vii) has remained and intends to remain solvent and has maintained and intends to maintain adequate capital in light of its contemplated business operations;

(viii) has not and will not fail to correct any known misunderstanding regarding the separate identity of such entity;

(ix) has maintained and will maintain its accounts (excluding the Clearing Account and Cash Management Account which are in the name of Borrower's Designee), books and records separate from any other Person and will file its own tax returns if any, as may be required under applicable law, to the extent (1) not part of a consolidated group filing a consolidated return or returns or (2) not treated as a division for tax purposes of another taxpayer, and pay any taxes so required to be paid under applicable law;

(x) has maintained and will maintain its books, records, resolutions and agreements as official records;

(xi) has not commingled and will not commingle its funds or assets with those of any other Person;

(xii) except for the Manager under the Management Agreement, has held and will hold its assets in its own name;

(xiii) except for Manager under the Management Agreement, has conducted and will conduct its business in its name,

(xiv) has maintained and will maintain its financial statements, accounting records and other entity documents separate from any other Person except as permitted by GAAP or tax basis accounting; provided, however, that any such consolidated financial statement shall contain a note indicating that its separate assets and liabilities are neither available to pay the debts of the consolidated Person nor constitute obligations of the consolidated Person;

(xv) has paid and intends to pay its own liabilities, including the salaries of its own employees, out of its own funds and assets;

(xvi) has observed and will observe all corporate formalities, as applicable;

(xvii) has maintained and will maintain an arm's-length relationship with its Affiliates;

(xviii) has not and will not have any indebtedness other than unsecured trade payables in the ordinary course of business relating to acting as general partner of the Partnership which owns the Property which (1) do not exceed, at any time, $10,000 and (2) are paid within thirty (30) days of the date incurred;

(xix) 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 and has not and will not permit any Affiliate to assume or guarantee or become obligated for its debts other than, with respect to Borrowers, the Guarantor in connection with the Loan except for the Loan or as permitted by the Loan Documents;

(xx) has not and will not acquire obligations or securities of its shareholders;

(xxi) has allocated and will allocate fairly and reasonably shared expenses, including shared office space, and uses separate stationery, invoices and checks;

(xxii) except in connection with the Loan, has not pledged and will not pledge its assets for the benefit of any other Person;

(xxiii) 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 and not as a division or part of any other Person;

(xxiv) 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;

(xxv) has not made and will not make loans to any Person and has not permitted and will not permit any Affiliate to make any loans to it, which shall, for the purposes of this representation, specifically exclude any rent abatement or credits to tenants or similar concessions pursuant to Leases;

(xxvi) 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;

(xxvii) 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 and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party;

(xxviii) has and will have no obligation to indemnify its partners, officers, directors, members or Special Members, as the case may be, or if it has such an obligation, such obligation will be fully subordinated to the Debt and will not constitute a claim against it if cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation;

(xxix) has and will have an express acknowledgment in its organizational documents that Lender is an intended third-party beneficiary of the "special purpose" provisions of such organizational documents; and

(xxx) will consider the interests of its creditors in connection with all corporate actions.

For purposes of this Article 9, the following definitions shall be applicable:

"***Cause***" shall mean, with respect to an Independent Director (i) acts or omissions by such Independent Director that constitute willful disregard of, or bad faith, or gross negligence with respect to such Independent Director's duties, (ii) such Independent Director has engaged in or has been charged with or has been indicted or convicted for any crime or crimes of fraud or other acts constituting a crime under any law applicable to such Independent Director (iii) such Independent Director has breached its fiduciary duties of loyalty and care as and to the extent of such duties in accordance with the terms of the Borrower's or SPE Party's organizational documents, (iv) there is a material increase in the fees charged by such Independent Director or a material change to such Independent Director's terms of service, (v) such Independent Director is unable to perform his or her duties as Independent Director due to death, disability or incapacity, (vi) such Person no longer meets the criteria provided in the definition of Independent Director or (vii) the death or legal incapacity of such Independent Director.

"***Independent Director***" means a natural person selected by Borrower (a) with prior experience as an independent director, independent manager or independent member, (b) with at least three (3) years of employment experience, (c) who is provided by a Nationally Recognized Service Company (defined below), (d) who is duly appointed as an Independent Director and is not, will not be while serving as Independent Director and shall not have been at any time during the preceding five (5) years, any of the following:

(i) a stockholder, director (other than as an Independent Director), officer, employee, partner, attorney or counsel of Borrower, any Affiliate of Borrower or any direct or indirect parent of Borrower;

(ii) a customer, supplier or other Person who derives any of its purchases or revenues from its activities with Borrower or any Affiliate of Borrower (other than a nationally-recognized company that routinely provides professional Independent Directors and other corporate services to the Borrower or any of its Affiliates in the ordinary course of its business);

(iii) a Person or other entity Controlling or under Common Control with any such stockholder, partner, customer, supplier or other Person; or

(iv) a member of the immediate family of any such stockholder, director, officer, employee, partner, customer, supplier or other Person.

A natural person who otherwise satisfies the foregoing definition and satisfies subparagraph (i) by reason of being the Independent Director of a "special purpose entity" affiliated with Borrower shall be qualified to serve as an Independent Director of Borrower, provided that the fees that such individual earns from serving as Independent Director of affiliates of Borrower in any given year constitute in the aggregate less than five percent (5%) of such individual's annual income for that year. A natural person who satisfies the foregoing definition other than clause (ii) shall not be disqualified from serving as an Independent Director of Borrower if such individual is an independent director provided by a Nationally Recognized Service Company that provides professional independent directors and also provides other corporate services in the ordinary course of its business.

"Nationally Recognized Service Company" means any of CT Corporation, Corporation Service Company, National Registered Agents, Inc., Wilmington Trust Company, National Corporate Research, Ltd., VCorp Services, LLC, or such other nationally recognized company that provides independent director services and that is reasonably satisfactory to Lender, in each case that is not an Affiliate of Borrower and that provides professional independent directors and other corporate services in the ordinary course of its business.

Article 10. **Incorporator.** The name and the address of the Incorporator are Laura G. Hester, Esq., Womble Bond Dickinson (US) LLP, Suite 2400, 271 17th Street, NW, Atlanta, Georgia 30363-1017.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

Laura G. Hester

Laura G. Hester, Esq., Incorporator

Suite 2400
271 17th Street, NW
Atlanta, Georgia 30363-1017
404/872-7000

OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION
2 Martin Luther King Jr. Dr. SE
Suite 313 West Tower
Atlanta, Georgia 30334
(404) 656-2817
sos.georgia.gov/corporations

Brian P. Kemp
Secretary of State

SECRETARY OF STATE
CORPORATIONS DIVISION
2018 FEB 21 AM 9:00

TRANSMITTAL INFORMATION FORM
GEORGIA PROFIT OR NONPROFIT CORPORATION

IMPORTANT: Please provide the entity's primary email address when completing this form.

Primary Email Address: doug@prgmanagement.com

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1.
Corporate Name Reservation Number (If one has been obtained; if articles are being filed without prior reservation, leave this line blank)

PRG Hickory View, Inc.
Corporate Name (List exactly as it appears in articles.)

2. Mary S. Barnett, Paralegal, Womble Bond Dickinson (US) LLP
Name of Person Filing Articles of Incorporation (Certificate will be mailed to this person at email address listed below.)

271 17th St, NW, Ste 2400
Address

City	State	Zip Code
Atlanta,	Georgia	30363

Filer's Email Address	Telephone Number
mary.barnett@wbd-us.com	404-888-7481

3. Douglas P. Foppe
Name of Registered Agent in Georgia

5425 Peachtree Parkway
Registered Office Street Address in Georgia (Post office box or mail drop not acceptable for registered office address.)

City	County	State	Zip Code
Peachtree Corners	Gwinnett	GA	30092

doug@prgmanagement.com
Registered Agent's Email Address

4. Mail the following items to the Secretary of State at the above address:

1) This transmittal form;
2) The Articles of Incorporation; and
3) Filing fee of $100.00 payable to Secretary of State. Filing fees are non-refundable.

I certify that a Notice of Incorporation or Notice of Intent to Incorporate with a publication fee of $40.00 has been or will be mailed or delivered to the official organ of the county where the initial registered office of the corporation is to be located. (The clerk of superior court can advise you of the official organ in a particular county.) I understand that the information on this form will be entered in the Secretary of State business entity database, and I certify that the above information is true and correct to the best of my knowledge.

Laura G. Hester
Signature of Authorized Person

February 20, 2018
Date

Laura G.Hester
Print name

FORM 227
(Rev. 9/2016)