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(Requestor's Name)

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(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

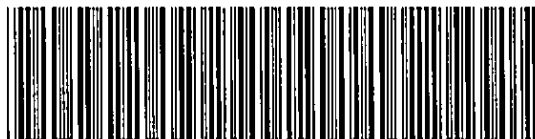
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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COVER LETTER

TO: New Filing Section
Division of Corporations

SUBJECT: **FLORIDA SHORES APARTMENTS, LLC**

The enclosed Articles of Conversion, Articles of Organization, and fees are submitted to convert an "Other Business Entity" into a "Florida Limited Liability Company" in accordance with s. 605.1045, F.S.

Please return all correspondence concerning this matter to:

Jack R. Loving
(Contact Person)

LovingScully Law Group PLLC
(Firm/Company)

1323 SE Third Avenue,
Fort Lauderdale, FL 33316
(Address)

jack@lovingscully.com
E-mail Address: (to be used for future annual report notifications)

For further information concerning this matter, please call:

Jack R. Loving at (954) 764-1005

Enclosed is a check for the following amount: (All checks processed by this office must be payable in US dollars and drawn on a bank located in the United States)

\$150.00 Filing Fees (\$25 for Conversion and \$125 for Articles of Organization)

STREET ADDRESS:	MAILING ADDRESS:
New Filing Section	New Filing Section
Division of Corporations	Division of Corporations
Clifton Building	P. O. Box 6327 2661
Executive Center Circle	Tallahassee, FL 32314
Tallahassee, FL 32301	

Articles of Conversion
For
"Other Business Entity"
Into
Florida Limited Liability Company

The Articles of Conversion and **attached Articles of Organization** are submitted to convert the following **"Other Business Entity" into a Florida Limited Liability Company** in accordance with s.605.1045, Florida Statutes.

1. The name of the "Other Business Entity" immediately prior to the filing of the Articles of Conversion is: FLORIDA SHORES APARTMENTS J. & E. HAGER, INC.

2. The "Other Business Entity" is a corporation.

First organized, formed or incorporated under the laws of Florida on 08/12/1991. Document Number S73648.

3. The name of the Florida Limited Liability Company as set forth in the **attached Articles of Organization**: FLORIDA SHORES APARTMENTS, LLC.

4. If not effective on the date of filing, enter the effective date: 31 December 2018.

5. The plan of conversion has been approved in accordance with all applicable statutes.

6. The "Converted or Other Business Entity" has agreed to pay any members having appraisal rights the amount to which such members are entitled under ss. 605.1006 and 605.1061-605.1072, F.S.

Signed this 26 day of November 2018.

Signature of Authorized Representative of Florida Shores Apartments, LLC, the Limited Liability Company:

Signature of Authorized Representative: Jack R. Loving
Printed Name: Jack R. Loving Title: As Trustee of Euphrosyne Hager Trust dated January 26, 2017.

Signature(s) on behalf of Other Business Entity: Florida Shores Apartments J. & E. Hager, Inc.

Signature: Jack R. Loving
Printed Name: Jack R. Loving Title: President

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TALLAHASSEE, FLORIDA


**ARTICLES OF ORGANIZATION
OF
FLORIDA SHORES APARTMENTS, LLC,
A FLORIDA LIMITED LIABILITY COMPANY**

ARTICLE I NAME The name of this limited liability company is FLORIDA SHORES APARTMENTS, L.L.C. referred to in these Articles of Organization as the "Company."

ARTICLE II REGISTERED OFFICE The mailing address and street address of the principal office of the Company is: 1323 S.E. Third Avenue, Fort Lauderdale, FL 33316

ARTICLE III REGISTERED AGENT The Company's registered agent is Jack R. Loving, whose office is located at 1323 S.E. Third Avenue, Fort Lauderdale, FL 33316

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, 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 relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S.


Registered Agent's Signature

ARTICLE IV- MANAGER The name and address of each person authorized to manage and control the Company:

Title	Name and Address
AMBR	Jack R. Loving, as Trustee of Euphrosyne Hager Trust dated January 26, 2017, 1323 S.E. Third Ave, Fort Lauderdale, Florida 33316

Such authorized member shall have sole authority to manage the Company and is authorized to make any contracts, enter into any transactions, and make and obtain any commitments on behalf of the Company to conduct or further the Company's business.

ARTICLE V PURPOSE AND POWERS This Company is organized with a general business purpose, has all powers provided by law and may use those powers to any lawful purpose:

ARTICLE VI INDEMINIFICATION

SECTION 6.01. Definitions For purposes of this article, the terms defined in this section have the meanings given them.

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- (a) "Company" includes any domestic company that was the predecessor of this Company in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.
- (b) "Official capacity" means (i) with respect to a managing member, the position of manager in the Company, (ii) with respect to a person other than a manager, the efforts undertaken by a member of the Company who acts on behalf of and at the request of the Company, or the employment or agency relationship undertaken by an employee or agent of the Company, and (iii) with respect to a manager or agent of the Company who, while a manager, employee, or agent of the Company, is or was serving at the request of the Company or whose duties in that position involve or involved service as a manager, trustee, or agent of another organization, the position of that person as a manager, officer, partner, trustee, employee, or agent.
- (c) "Proceeding" means a threatened, pending, or completed civil, criminal, administrative, arbitration, or investigative proceeding, including a proceeding by or in the right of the Company.

SECTION 6.02. Mandatory Indemnification

- (a) The Company will indemnify a person made or threatened to be made a party to a proceeding by reason of the former or present official capacity of the person against judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorney fees and disbursements, incurred by the person in connection with the proceeding, if, with respect to the acts or omissions of the person complained of in the proceeding, the person
 - (i) has not been indemnified by another organization for the same judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorney fees and disbursements, incurred by the person in connection with the proceeding with respect to the same acts or omissions;
 - (ii) acted in good faith;
 - (iii) received no improper personal benefit; and
 - (iv) in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful; and
 - (v) in the case of acts or omissions occurring in the official capacity described in Section 6.01(c)(i) or Section 6.01(c)(ii), reasonably believed that the conduct was in the best interests of the Company, or in the case of acts or omissions occurring in the official capacity described in Section 6.01(c)(iii), reasonably believed that the conduct was not opposed to the best interests of the Company. If the person's acts or omissions complained of in the proceeding relate to conduct as a manager, officer, trustee, employee, or agent of an employee benefit plan, the conduct is not considered to be opposed to the best interests of the Company if the person reasonably believed that the conduct was in the best interests of the participants or beneficiaries of the employee benefit plan.
- (b) The termination of a proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent does not, of itself, establish that the person did not meet the criteria set forth in this Section 6.02.

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SECTION 6.03. Advances If a person is made or threatened to be made a party to a proceeding, the person is entitled, upon written request to the Company, to payment or reimbursement by the Company of reasonable expenses, including attorney fees and disbursements, incurred by the person in advance of the final disposition of the proceeding.

(a) upon receipt by the Company of a written affirmation by the person of a good faith belief that the criteria for indemnification set forth in Section 6.02 have been satisfied and a written undertaking by the person to repay all amounts so paid or reimbursed by the Company, if it is ultimately determined that the criteria for indemnification have not been satisfied, and

(b) after a determination that the facts then known to those making the determination would not preclude indemnification under this article.

The written undertaking required by paragraph (a) above is an unlimited general obligation of the person making it, but need not be secured and will be accepted without reference to financial ability to make the repayment.

SECTION 6.04. Reimbursement to Witness Subject to the qualification under the standards described in Section 6.02, the Company will reimburse expenses, including attorney fees and disbursements, incurred by a person in connection with an appearance as a witness in a proceeding at a time when the person has not been made or threatened to be made a party to a proceeding.

SECTION 6.05. Insurance The Company may purchase and maintain insurance on behalf of a person in that person's official capacity against any liability asserted against and incurred by the person in or arising from that capacity, whether or not the Company would have been required to indemnify the person against the liability under the provisions of this article.

SECTION 6.06. Discretionary Indemnification of Others Nothing in this Article VI limits the ability of the Managing Member to cause the Company to indemnify any person or entity not described in this Article VI pursuant to, and to the extent described in, an agreement authorized by an act of the Managing Member.

ARTICLE VII: EFFECTIVE DATE, if other than the date of filing: 31 December 2018

REQUIRED SIGNATURE:

Signature of a member or an authorized representative of a member. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Dated: November 26, 2018 BY: Jack R. Loving
Jack R. Loving, as Trustee of Euphrosyne Hager Trust
dated January 26, 2017

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