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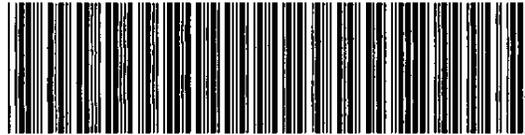
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

9/20/15

TRANSMITTAL LETTER

Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL 32314

SUBJECT: Community Partners Rockfish GP Inc.

FROM:

Christopher Finley, Esq.
The Law Offices of Christopher Finley, P.L.
636 East Atlantic Avenue
Suite 205
Delray Beach, FL 33483
E-mail address (to be used for future annual report notification): chris@cfinleylaw.com

For further information concerning this matter, please call Christopher Finley, Esq. at (561) 265-5053.

Enclosed are an original and two (2) copies of the Articles of Incorporation and a check for:

\$87.00 for Filing Fee, Certificate of Status & Certified Copy

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15 SEP 11 PM 4:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 15, 2015

CHRISTOPHER FINLEY, ESQUIRE
636 EAST ATLANTIC AVENUE
SUITE 205
DELRAY BEACH, FL 33483

SUBJECT: COMMUNITY PARTNERS ROCKFISH GP INC.
Ref. Number: W15000060591

We have received your document for COMMUNITY PARTNERS ROCKFISH GP INC. and your check(s) totaling \$87.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The person designated as registered agent in the document and the person signing as registered agent must be the same.

The effective date is not acceptable since it is not within five working days of the date of receipt.

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Claretha Golden
Regulatory Specialist II
New Filing Section

Letter Number: 315A00019437

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15 SEP 11 PM 4:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
COMMUNITY PARTNERS ROCKFISH GP INC.**

FILED

15 SEP 11 PM 4: 50

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of F.S. Chapter 607, the undersigned 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 is: Community Partners Rockfish GP Inc.

ARTICLE II

The existence of the Corporation shall begin on: September 17, 2015.

ARTICLE III

The street address of the principal office of the Corporation is: 638 East Atlantic Avenue, Delray Beach, FL 33483.

ARTICLE IV

The maximum number of shares this Corporation is authorized to issue is 1, par value \$.001 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 purpose of the Corporation is to engage in any lawful act or activities for which Corporations may be organized under the laws of the State of Florida.

ARTICLE VI

The initial street address of the Corporation's registered office is: 638 East Atlantic Avenue, Delray Beach, Florida, 33483. The initial registered agent for the Corporation at that address is: Christopher Finley.

ARTICLE VII

The initial board of directors shall consist of three 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 one. The names and addresses of the persons who will serve on the initial board of directors are:

Names	Addresses
Howard Steinberg	638 East Atlantic Avenue Delray Beach, FL 33483
Gregory Coleman	638 East Atlantic Avenue Delray Beach, FL 33483
Michael Bellman	638 East Atlantic Avenue Delray Beach, FL 33483

ARTICLE VIII

The name and street address of the person signing these articles of incorporation is:

Name	Address
Christopher Finley, Esq.	636 East Atlantic Avenue Suite 205 Delray Beach, FL 33483

ARTICLE IX

Section 1. Definitions. In this Article IX, the following terms not otherwise defined herein have the following meanings:

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such Person or is a director or officer of such Person.

“**Basic Documents**” means the Bylaws of the Corporation, the Borrower LP Agreement, the Loan Documents and all documents and certificates contemplated thereby or delivered in connection therewith, each as amended, restated, joined, reaffirmed, supplemented or otherwise modified from time to time.

“**Borrower**” shall mean Rockfish Community Partner LP, a limited partnership pursuant to the Florida Revised Uniform Limited Partnership Act.

“Borrower LP Agreement” shall mean the Amended and Restated Limited Partnership Agreement of Borrower.

“Collateral” has the meaning given such term in the Loan Agreement.

“Control” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities or membership interests or managing member interests, by contract or otherwise. **“Controlling”** and **“Controlled”** shall have correlative meanings. Without limiting the generality of the foregoing, a Person shall be deemed to Control any other Person in which it owns, directly or indirectly, a majority of the ownership interests.

“Debt” has the meaning set forth in the Loan Agreement.

“Indebtedness” shall have the meaning set forth in the Loan Agreement.

“Lender” means B2R Finance L.P., in its capacity as lender under the Loan Agreement, together with its successors and assigns.

“Loan” shall have the meaning set forth in the Loan Agreement.

“Loan Agreement” shall mean that certain Loan Agreement, dated as of the date hereof, by and between Borrower and Lender, as amended, restated, supplemented, joined, assigned or otherwise modified from time to time.

“Loan Documents” shall have the meaning set forth in the Loan Agreement.

“Loan Party” shall have the meaning set forth in the Loan Agreement.

“Material Action” means (i) filing or consenting to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, (ii) seeking or consenting to the appointment of a receiver, liquidator or any similar official of the Partnership, or a substantial part of its business, (iii)

making an assignment for the benefit of creditors, (iv) admitting in writing the Partnership's inability to pay debts generally as they become due, (v) declaring or effectuating a moratorium on the payment of any obligations, or (vi) taking any action in furtherance of the foregoing, provided, for purposes of clauses (iv) and (vi), the following shall not constitute a Material Action: (1) admissions or statements which are compelled and required by law and which are true and correct, or (2) admissions or statements in writing to Lender or any servicer of the Loan, or in connection with any audit opinion or "going concern" qualification in its audited financial statements, that (x) the Partnership cannot pay its operating expenses, (y) the Partnership cannot pay debt service on the Loan, or (z) the Partnership cannot repay or refinance the Loan on the Maturity Date.

"Maturity Date" has the meaning set forth in the Loan Agreement.

"Obligations" shall have the meaning set forth in the Loan Agreement.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any governmental authority.

"Special Purpose Entity" shall have the meaning set forth in the Loan Agreement.

"Stockholders" means the stockholders of the Corporation.

Section 2. Limitation on the Corporation's Activities.

This Article IX, Section 2 is being adopted in order to comply with certain provisions required in order to qualify the Corporation as a Special Purpose Entity.

Neither the Directors, Stockholders nor the Corporation shall, so long as any of the Obligations is outstanding, amend, alter, change, waive or repeal Article IV hereof or this Article IX, or Article II Section 9, Article III Sections 1 and 15, Article VII Section 3, Article V Section 5 and Article VI Sections 5(ii) and 6 of the By-laws adopted by the Corporation on or about the date of the filing of these Articles of Incorporation (the "Special Purpose Provisions") or any provision of this or any other document governing the formation or operation of the Corporation, including the certificate of incorporation, in a manner inconsistent with the Special Purpose Provisions unless the Lender consents thereto in writing. Subject to this Article IX, Section 2, the Stockholders reserves the right to amend, alter, change or repeal any provisions contained in the By-laws in accordance with Article IX of the Bylaws. In the event of any conflict between any of the Special Purpose Provisions and any other provision of this or any other document governing the formation, management or operation of the Corporation, the Special Purpose Provisions shall control.

Notwithstanding any other provision of these Articles of Incorporation or the By-laws and any provision of law that otherwise so empowers the Corporation, the Stockholders, the board of directors of the Corporation (the "Board"), any Officer or any other Person, neither the Stockholders nor the Board nor any Officer nor any other Person shall be authorized or empowered, nor shall they permit the Corporation to, and the Corporation shall not, without the prior unanimous written consent of the Board, take any Material Action on its own behalf or on behalf of the Borrower.

The Board and the Stockholders shall cause the Corporation (and the Corporation shall cause the Borrower) to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises; provided, however, that the Corporation on behalf of itself and on behalf of the Borrower shall not be required to preserve any such right or franchise if the Board shall determine that the preservation thereof is no longer desirable for the conduct of the Corporation's or the Borrower's business, as applicable, and that the loss thereof is not disadvantageous in any material respect to the Corporation or the Borrower, as applicable. The Board and the Stockholders shall cause the Corporation to cause the Borrower to comply with Section 1.9(iv) of its applicable Borrower LP Agreement. Notwithstanding anything in these Articles of Incorporation or the By-laws to the contrary and so long as any of the Obligations is outstanding, the Board also shall cause the Corporation to:

- (a) not enter into any contract or agreement with any Affiliate of the Corporation except upon commercially reasonable terms and conditions that are comparable to those of an arms-length basis with unaffiliated third parties;
- (b) not incur any Indebtedness except as permitted by the Loan Documents or use the Collateral to secure (senior, subordinate or pari passu) any Indebtedness other than the Debt;
- (c) not make any loans or advances to any third party (including any Affiliate or constituent party) and not acquire obligations or securities of its Affiliates;

(d) not take any action that might reasonably cause the Corporation not to remain solvent and pay its debts and liabilities (including, as applicable, a fairly-allocated portion of any personnel and overhead expenses that the Corporation shares with any Affiliates) from the Corporation's assets and shall maintain a sufficient number of employees (if any) in light of the Corporation's contemplated business operations; provided that the foregoing shall not require any direct or indirect Stockholder of the Corporation to make any contributions to the Corporation;

(e) (1) observe all corporate formalities, as applicable, that are necessary to preserve its separate existence; (2) comply with all the terms and provisions contained in the Corporation's organizational documents; (3) cause the Borrower to comply with all the terms and provisions contained in the Borrower's organizational documents; and (4) comply with all the terms and provisions of Article I, Section 2 of the By-laws;

(f) (1) maintain all of its books, records and financial statements and bank accounts separate from those of any other Person; (2) not take any action that may reasonably cause the assets of the Corporation to be included in a consolidated financial statement of any Affiliate, provided, however, that the Corporation's assets may be included in a consolidated financial statement of an Affiliate provided that any such consolidated financial statement contains a note indicating that the Corporation's separate assets and credit are not available to pay the

debts of such Affiliate or any other Person and that such assets shall be listed on the Corporation's own separate balance sheet, (3) to file its own tax returns (but only to the extent the Corporation is required to file any such tax returns under applicable law) and not file a consolidated federal income tax return, except, to the extent that the Corporation is treated as a "disregarded entity" for tax purposes and required by law to file consolidated tax returns or consolidated federal income tax returns, and (4) maintain all of its books, records, resolutions and agreements in accordance with the Loan Agreement;

(g) (1) 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 a Loan Party and not as a division or part of any other Person and (2) not fail to correct any known misunderstanding regarding the separate identity of the Corporation;

(h) 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; provided, however, that the foregoing will not require any Stockholder of the Corporation to make additional capital contributions to the Corporation;

(i) maintain and use separate stationery, invoices and checks bearing its name and not bearing the name of any other entity unless such entity is clearly designated as being the Corporation's agent;

(j) not commingle its funds or assets with those of any other Person and not hold assets other than in its own name;

(k) 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;

(l) not assume or guarantee or become obligated for the debts of any other Person (other than another Loan Party), and not hold out itself or its credit or assets as being available to satisfy the obligations of any other Person (other than another Loan Party), in each case, except as contemplated by the Loan Documents;

(m) not have any assets other than its ownership interests in the Borrower and personal property necessary or incidental to its ownership of such interests;

(n) maintain its bank accounts separate from those of any other Person and not permit any Affiliate independent access to its bank accounts, except as otherwise contemplated by the Loan Documents;

(o) except as otherwise contemplated by the Loan Documents, shall not pledge its assets for the benefit of any other Person;

(p) compensate each of its consultants and agents from the Corporation's funds for services provided to it and pay from its own assets all obligation of any kind incurred; provided that the foregoing will not require any Stockholder of the Corporation to make any capital contributions to the Corporation;

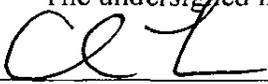
(q) not have any of its obligations guaranteed by any Affiliate
except as contemplated by the Loan Documents;

Failure of the Corporation, or the Stockholders or Board on behalf of the Corporation, to comply with any of the foregoing covenants or any other covenants contained in these Articles of Incorporation shall not affect the status of the Corporation as a separate legal entity or the limited liability of the Stockholders or the Directors.

ARTICLE X

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

The undersigned incorporator has executed these articles of incorporation.

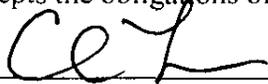


Christopher Finley, Esq.
Incorporator

9-17-15
Date

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for Community Partners Rockfish GP Inc. 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.



Christopher Finley
Registered Agent

9-17-15
Date

FILED
15 SEP 11 PM 4:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA