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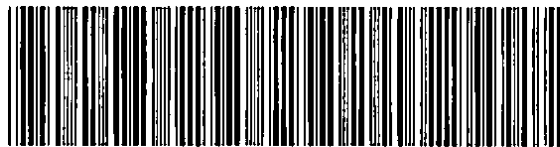
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NAME: WINDWOOD OAKS TAMPA GP INC.

TYPE OF FILING: AMENDED AND RESTATED ARTICLES

COST: 43.75

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AUTHORIZATION: ABBIE/PAUL HODGE

A Hodge

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
WINDWOOD OAKS TAMPA GP INC.

WINDWOOD OAKS TAMPA GP INC., a corporation organized under the laws of the State of Florida (the "Corporation") and assigned document number P05000143054 does hereby certify:

- A. The name of the Corporation is WINDWOOD OAKS TAMPA GP INC. The original Articles of Incorporation of the Corporation were filed with the Secretary of State of the State of Florida on October 20, 2005.
- B. Amended and Restated Articles of Incorporation for the Corporation were filed with the Secretary of State of the State of Florida on October 28, 2015.
- C. These Second Amended and Restated Articles of Incorporation, which restate, integrate and further amend the provisions of the original Articles of Incorporation of the Corporation and the Amended and Restated Articles of Incorporation for the Corporation, have been duly adopted on December 22, 2021 by the shareholders and the number of votes cast for the amendment by the shareholders was sufficient for approval.
- D. The text of the original Articles of Incorporation of the Corporation is hereby amended and restated to read in its entirety as follows:

ARTICLE 1. NAME

The name of the Corporation is WINDWOOD OAKS TAMPA GP INC.

ARTICLE 2. REGISTERED AGENT AND OFFICE

The address of the Corporation's registered office in the State of Florida is 200 East Palmetto Park Road, Suite 103, Boca Raton, FL 33432. The name of its registered agent at such address is SG Registered Agent LLC.

ARTICLE 3. ADDRESS

The principal office and mailing address of the Corporation is 2500 N. Military Trail, Suite 285, Boca Raton, FL 33431.

ARTICLE 4. CAPITAL STOCK

The Corporation is authorized to issue 10,000 shares of common stock with a par value of \$0.01 per share.

ARTICLE 5. SPECIAL PURPOSE ENTITY PROVISIONS

5.01 The purpose of the Corporation shall consist solely of the following:

(a) to hold and own a 0.1% general partnership interest in and act as the General Partner of Windwood Oaks Tampa Apartments, Ltd., a Florida limited partnership (the "Partnership" or "Borrower").

which is engaged solely in the ownership, operation and management of the real estate project known as Windwood Oaks Apartments located at 202 Windwood Oaks Drive, Tampa, Florida 33613 (the "Property"), pursuant to and in accordance with this Amended and Restated Articles of Incorporation and Partnership's Second Amended and Restated Agreement of Limited Partnership; and

(b) to engage in such other lawful activities permitted by the laws of the State of Florida as are incidental, necessary or appropriate to the foregoing.

5.02 Notwithstanding anything to the contrary contained herein, for so long as (i) any portion of that certain loan in the original principal amount of \$29,000,000.00 (the "Loan") to be made by, GSF Lender, LLC, Inc., a Delaware limited liability company (together with its successors and/or assigns, "Lender") to Borrower, to be evidenced by an Amended, Restated and Renewal Promissory Note to be made by Borrower in favor of Lender in the original principal amount of \$29,000,000.00 (the "Note") and to be secured by an Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing given by Borrower to Lender (the "Security Instrument") with respect to the Property, (ii) that certain Loan Agreement, by and between Borrower and Lender (capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Loan Agreement) and (iii) certain other Loan Documents (as defined in the Loan Agreement) shall remain outstanding, the Corporation, subject to applicable law shall be a "Special Purpose Entity". For purposes hereof, the term "Special Purpose Entity" shall mean an entity which:

(a) has not and shall not engage in any business or activity other than the ownership of the ownership interest in Borrower and any activities incidental thereto;

(b) has not and shall not acquire or own any assets other than the ownership interest in Borrower;

(c) has not and shall not (i) liquidate or dissolve (or suffer any liquidation or dissolution), terminate, or otherwise dispose of, directly, indirectly or by operation of law, all or substantially all of its assets; (ii) reorganize or change its legal structure without Lender's prior written consent, except as otherwise expressly permitted under the Loan Documents; (iii) change its name, address, or the name under which Borrower conducts its business without promptly notifying Lender; (iv) enter into or consummate any merger, consolidation, sale, transfer, assignment, liquidation, or dissolution involving any or all of the assets of Borrower or any general partner or managing member of Borrower; (v) enter into or consummate any transaction or acquisition, merger or consolidation or otherwise acquire by purchase or otherwise all or any portion of the business or assets of, or any stock or other evidence of beneficial ownership of, any Person; or (vi) seek or effect division into two (2) or more limited liability companies or other legal entities;

(d) has not incurred and shall not incur any secured or unsecured debt except for Permitted Indebtedness repaid in the ordinary course of Borrower's business and has not incurred and will not incur any contingent or actual obligations not related to the Property;

(e) has not and shall not, nor shall any member, partner (whether limited or general) or shareholder thereof, as applicable, or any other party, amend, modify or otherwise change its partnership certificate, partnership agreement, articles of incorporation, by-laws, operating agreement, articles of organization, or other formation agreement or document, as applicable, or governing agreement or document, in any material term or manner, or in a manner which adversely affects Borrower's existence as a single purpose entity or Borrower's compliance with Sections 4.17 and 4.18 of the Loan Agreement;

(f) has and shall allocate and will allocate fairly and reasonably any overhead expenses that are shared with any Affiliate, including shared office space. Additionally, Borrower shall utilize and maintain its own separate stationery, invoices and checks bearing its own name;

(g) has and shall maintain correct and complete financial statements, accounts, books and records and other entity documents separate and apart from those of any Affiliate of same or any other Person. Borrower shall prepare unaudited quarterly and annual financial statements, and Borrower's financial statements shall substantially comply with generally accepted accounting principles;

(h) has and shall maintain its own separate bank accounts, payroll and correct, complete and separate books of account;

(i) has and shall file or cause to be filed its own separate tax returns;

(j) has and shall hold itself out to the public (including any of its Affiliates' creditors) under Borrower's own name and as a separate and distinct entity and not as a department, division or otherwise of any Affiliate of same;

(k) has and shall observe all customary formalities regarding the existence of Borrower, including holding meetings and maintaining current and accurate minute books separate from those of any Affiliate of same;

(l) has and shall hold title to its assets in its own name and act solely in its own name and through its own duly authorized officers and agents. No Affiliate of same shall be appointed or act as agent of Borrower, other than, if applicable, a property manager with respect to the Property;

(m) has and shall make investments in the name of Borrower directly by Borrower or on its behalf by brokers engaged and paid by Borrower or its agents;

(n) except as expressly required by Lender in connection with the Loan and in writing, has not and shall not guarantee or otherwise agree to be liable for (whether conditionally or unconditionally), pledge or assume or hold itself out or permit itself to be held out as having guaranteed, pledged or assumed any liabilities or obligations of any partner (whether limited or general), member, shareholder or any Affiliate of Borrower, as applicable, or any other party, nor shall it make any loan, except as expressly permitted in the Loan Documents;

(o) has and shall at all times been, is now and as of the date hereof intends to remain solvent;

(p) has and shall separately identify, maintain and segregate its assets. Borrower's assets shall at all times be held by or on behalf of Borrower and, if held on behalf of Borrower by another entity, shall at all times be kept identifiable (in accordance with customary usages) as assets owned by Borrower. This restriction requires, among other things, that (i) Borrower funds shall be deposited or invested in Borrower's name, (ii) Borrower funds shall not be commingled with the funds of any Affiliate of same or any other Person, (iii) Borrower shall maintain all accounts in its own name and with its own tax identification number, separate from those of any Affiliate of same or any other Person, and (iv) Borrower funds shall be used only for the business of Borrower;

(q) has and shall 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 Affiliate of same or other person or entity;

(r) has and shall pay or cause to be paid its own liabilities and expenses of any kind, including but not limited to salaries of its employees, only out of its own separate funds and assets;

(s) has and shall at all times maintain adequate capital in light of its contemplated business operations, is currently adequately capitalized based upon what is reasonably foreseeable for a business of its

size and character and in light of its contemplated business operations, and shall not, because of distributions made during the term of the Loan, become inadequately capitalized as of the date of any such distributions. Nothing in this Section 5.02(s) is intended to require that any direct or indirect member or partner or other owner, as the case may be, make any loans or capital contributions to Borrower to satisfy Borrower's obligations hereunder:

(t) has not and shall not do any act which would make it impossible to carry on the ordinary business of Borrower;

(u) has and shall reflect Borrower's ownership interest in all data and records (including computer records) used by Borrower or any Affiliate of same;

(v) has not and shall not invest any of Borrower's funds in securities issued by, nor shall Borrower acquire the indebtedness or obligation of, any Affiliate of same;

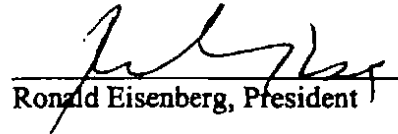
(w) has and shall maintain an arm's length relationship with each of its Affiliates and may enter into contracts or transact business with its Affiliates only on commercially reasonable terms that are no less favorable to Borrower than is obtainable in the market from a Person or entity that is not an Affiliate of same;

(x) has and shall correct any misunderstanding that is known by Borrower regarding its name or separate identity; and

(y) shall not, without the prior written vote of one hundred percent (100%) of its board of directors, shareholders, and the Independent Director, institute proceedings to be adjudicated bankrupt or insolvent; or consent to the institution of bankruptcy or insolvency proceedings against it; or file a petition seeking, or consent to, reorganization or relief under any applicable federal or state law relating to bankruptcy; or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of Borrower or a substantial part of Borrower's property; or make any assignment for the benefit of creditors; or admit in writing its inability to pay its debts generally as they become due or declare or effectuate a moratorium on payments of its obligation; or take any action in furtherance of any such action. To the fullest extent permitted by applicable law, an Independent Director shall not be liable to the Corporation, any constituent member or any other Person for breach of contract or breach of duties (including fiduciary duties), unless the Independent Director acted in bad faith or engaged in willful misconduct. The Corporation shall indemnify and hold harmless the Independent Director to the fullest extent permitted by law. The Corporation shall advance funds to the Independent Director to defend against any claims asserted against it due to its serving as the Independent Director of the Corporation.

[signature on following page]

IN WITNESS WHEREOF, the undersigned has executed these Second Amended and Restated Articles of Incorporation as of the 22nd day of December, 2021.


Ronald Eisenberg, President

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