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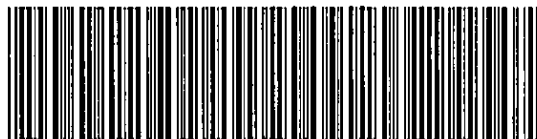
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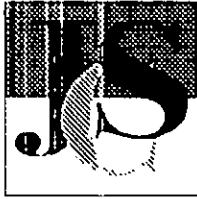
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TALLAHASSEE FL 0911



Fax

Writer's Direct Line (813) 960-6450

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**SECRETARY OF STATE
TALLAHASSEE, FLORIDA**

Please deliver the following pages immediately to:

Name: Nadira Sams

Firm: Florida Department of State

Fax: 850-245-6840

Total Number of Pages 15 (including this cover page)

From: Jeffrey C. Shannon

Fax Number: (813) 925-4633

Date: 7/18/19

Message: Attached to this fax are copies of two separate Articles Jeffrey C Shannon FA is trying to file through the Florida Department of State. One is an Articles of Organization for The Oceanaire Apartments, LLC and the second is an Articles of Incorporation for Oceanaire Holding, Inc. Also attached to each of those files are the verified checks through our bank. We are hoping to expedite these Articles as soon as possible. I spoke with Nadira Sams from your office today who said this would help us to achieve filing faster. If you need any additional information please contact our office at the above number. We truly appreciate your help.

The information contained in this transmission is attorney privilege and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of it is strictly prohibited. In addition, unauthorized use of information in this message may violate federal or state laws. If you have received this communication in error, please notify us immediately by telephone, collect, and return the original message to us at the address below via the United States Postal Service. We will reimburse you for postage. Thank you.

**ARTICLES OF INCORPORATION
OF
OCEANAIRE TERRACE HOLDING, INC.**

The undersigned, acting as sole incorporator, adopts these Articles of Incorporation (the "Articles") and forms a profit corporation (the "Corporation") under the Florida Business Corporation Act (the "Act"), as follows:

**ARTICLE I
Name**

The name of the Corporation is OCEANAIRE TERRACE HOLDING, INC.

**ARTICLE II
Term of Existence**

The Corporation's existence commences on the date of the filing of these Articles of Incorporation with the Department of State of the State of Florida. The Corporation will have perpetual existence thereafter.

**ARTICLE III
Principal Office and Mailing Address**

The principal office of the Corporation is 601 North Ashley Drive, Suite 900, Tampa, FL 33602. The mailing address of the corporation is 601 North Ashley Drive, Suite 900, Tampa, FL 33602.

**ARTICLE IV
Capital Stock**

The Corporation is authorized to issue 10,000 shares of \$1.00 par value common stock, which will be designated Common Stock.

**ARTICLE V
Initial Registered Office and Agent**

The street address of the initial registered office of the Corporation is 2025 E 7th Avenue, Tampa, Florida 33605 and the name of the Corporation's initial registered agent at that address is Jeffrey C. Shannon.

ARTICLE VI
Directors and Officers

The Corporation shall have two (2) directors, including one (1) independent Director (as hereinafter defined).

The Corporation will have one (1) officer initially. The number of officers may be increased or decreased from time to time as provided in the bylaws of the Corporation, but the Corporation will always have at least one (1) officer. The names and addresses of the initial officer of the Corporation, who will serve until their successor(s) are duly elected and qualified, are:

<u>Name</u>	<u>Address</u>
Radwan Nassr - President	601 North Ashley Drive Suite 900 Tampa, FL 33602

ARTICLE VII

Incorporator

The name and address of the incorporator signing these Articles of Incorporation are:

<u>Name</u>	<u>Address</u>
Jeffrey C. Shannon	2025 E 7 th Avenue Tampa, FL 33605

ARTICLE VIII

Bylaws

The power to adopt, alter, amend or repeal bylaws will be vested in the Corporation's Board of Directors.

ARTICLE IX
Special Purpose Entity

Notwithstanding any other provisions of these Articles of Incorporation, the Corporation shall take all actions necessary (i) to cause the Corporation to comply with, and will refrain from taking any actions in violation of, the defined term "**Special Purpose Bankruptcy Remote Entity**" (as hereinafter defined) and (ii) to cause The Oceanaire Apartments, LLC, a Delaware limited liability company ("**Borrower**"), to comply with, and will refrain from taking any actions in violation of, the defined term "Special Purpose Bankruptcy Remote Entity" as defined in Borrower's limited liability company operating agreement.

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Notwithstanding anything to the contrary in this Agreement, for so long as the loan (the "Loan") from LoanCore Capital Credit REIT LLC ("Lender") to Borrower, as documented by certain loan documents (the "Loan Documents"), is outstanding, Lender is and shall be an intended third-party beneficiary of the provisions of this Article IX and any and all other "special purpose," "Special Purpose Bankruptcy Remote Entity" or "Single Member Bankruptcy Remote LLC" provisions of these Articles (collectively, the "SPE Provisions") and Lender may enforce such SPE Provisions.

(a) A "Special Purpose Bankruptcy Remote Entity" means a corporation which at all times since its formation and at all times thereafter:

(i) was and will be organized solely for the purpose of acting as a member and manager of the limited liability company that owns the Property, and all activities incidental thereto;

(ii) has not engaged and will not engage in any business unrelated to acting as a member and manager of the limited liability company that owns the Property;

(iii) has not had and will not have any assets other than its member interest in the limited liability company that owns the Property;

(iv) has not engaged, sought or consented to and will not engage in, seek or consent to any dissolution, division, winding up, liquidation, consolidation, merger, asset sale (except as expressly permitted by these Articles), transfer of partnership or membership interests or the like, or amendment of its articles of incorporation, except as permitted by the Loan Agreement;

(v) intentionally deleted;

(vi) has and will have at least one (1) Independent Director, and has not caused or allowed and will not cause or allow the board of directors of such entity 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 no Independent Director may be removed or replaced without Cause and unless such entity provides Lender with not less than three (3) Business Days' prior written notice of (a) any proposed removal of the 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 the Independent Director;

(vii) intentionally deleted;

(viii) intentionally deleted;

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(ix) has not and without the unanimous consent of all of its partners, directors or members (including the Independent Director), as applicable, will not, with respect to itself 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;

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

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

(xii) has maintained and will maintain its accounts, books and records separate from any other Person and will file its own tax returns;

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

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

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

(xvi) has conducted and will conduct its business in its name;

(xvii) 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;

(xviii) has paid and will pay its own liabilities, including the salaries of its own employees, out of its own funds and assets;

(xix) has observed and will observe all partnership, corporate or limited liability company formalities, as applicable;

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

(xxi) has and will have no indebtedness other than unsecured trade payables in the

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ordinary course of business relating to acting as a member of the limited liability company 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;

(xxii) 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;

(xxiii) has not and will not acquire obligations or securities of its partners, members or shareholders;

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

(xxv) except in connection with the Loan [and except to any prior unaffiliated lender in connection with any prior loan that has been repaid in full and the obligations under which have been fully and finally extinguished], has not pledged and will not pledge its assets for the benefit of any other Person;

(xxvi) 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;

(xxvii) 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;

(xxviii) 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;

(xxix) 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;

(xxx) 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;

(xxxi) has and will have no obligation to indemnify its officers or directors or has such an obligation that is 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;

(xxxii) 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

(xxxiii) will consider the interests of its creditors in connection with all corporate, partnership or limited liability company actions, as applicable.

(b) **"Independent Director"** means a natural person selected by Corporation (i) 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 this Corporation, Borrower, any Affiliate of this Corporation or Borrower or any direct or indirect parent of this Corporation or Borrower;

(ii) a customer, supplier or other Person who derives any of its purchases or revenues from its activities with this Corporation or Borrower or any Affiliate of either;

(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 Corporation shall be qualified to serve as an Independent Director of Corporation, provided that the fees that such individual earns from serving as Independent Director of affiliates of Corporation 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 Corporation if such individual is an independent director, independent manager or special manager provided by a Nationally Recognized Service Company that provides professional independent directors, independent managers and special managers and also provides other corporate services in the ordinary course of its business.

In no event may the Independent Director be removed except for Cause (as hereinafter defined), and unless such Independent Director provides Lender with not less than three (3) Business Days' prior written notice of (a) 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 herein for an Independent Director.

The board of directors shall not take any action requiring the unanimous affirmative vote of 100% of the members of the board of directors unless all of the directors and the Independent Director shall have participated in such vote.

To the fullest extent permitted by law, and notwithstanding any duty otherwise existing hereunder, at law or in equity, the Independent Director shall consider only the interests of this Corporation (or the Borrower as applicable), including its creditors, in acting or otherwise voting on the matters upon which the Independent Director is required to vote. Except as provided above, the Independent Director shall not have any fiduciary duties to the members of the Borrower, the shareholders of this Corporation or other affiliates of the Borrower or this Corporation or any group of affiliates of which the Borrower or this Corporation is a part or any other person bound by this Agreement; provided, however, the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing.

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

(d) **"Cause"** shall mean, with respect to an Independent Director, (i) acts or omissions by such Independent Director that constitute willful disregard of, 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 Corporation'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.

(e) All capitalized terms not defined in this Article IX shall have the meanings ascribed to them in the Loan Agreement.

ARTICLE X
Indemnification

The Corporation will indemnify any director or officer or any former director or officer, to the fullest extent permitted by law. So long as the Loan is outstanding, the Corporation has and will have no obligation to indemnify its officers or directors or has such an obligation that is fully subordinated to the Debt (as defined in the Loan Agreement) 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

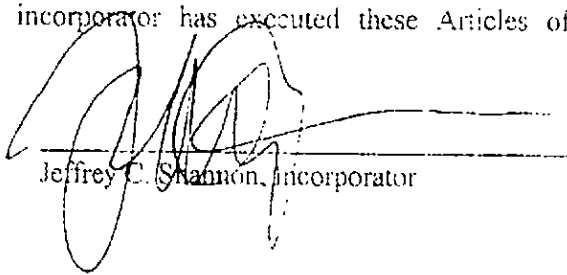
ARTICLE XI
Amendment

These Articles of Incorporation may be amended in the manner provided by law.

ARTICLE XI
Effective Date

The effective date of filing of these Articles of Incorporation shall be July 9, 2019

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on July 9, 2019.

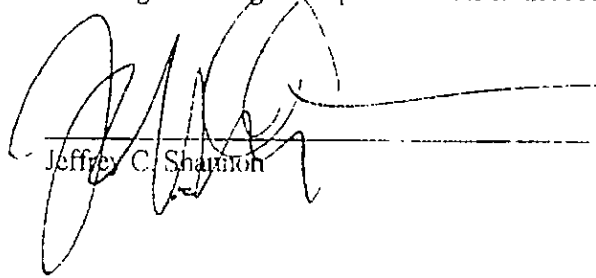


Jeffrey C. Shannon, Incorporator

ACCEPTANCE BY REGISTERED AGENT

I accept the appointment as Registered Agent of the Corporation to accept service of process on its behalf, at the place designated in these Articles of Incorporation. I am familiar with, and accept, the obligations of my position as registered agent as provided for in the Act

Dated: July 9, 2019



Jeffrey C. Shannon

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SECRETARY OF STATE
FALL AHASSEF, IT ORPH

7/18/2019



GENERAL OPERATING ACCOUNT

4753

Amount: \$150.00
Description: CHECK NUMBER 1530 1680697440
Check Number: 1530
Posted Date: 7/15/2019

PAY TO THE ORDER OF JEFFREY C SHANNON P.A.
OPERATING ACCT
2025 27TH AVE
TAMPA, FL 33605-1901

DATE 7/19/18

FOR ONE HUNDRED THIRTY AND 00/100 DOLLARS
3-40
US AmeriBank

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\$ 150.00

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Security Features Inc., Inc.

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