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POSEIDON HOTEL MANAGERS, INC.
11/22/2013

**ARTICLES OF INCORPORATION OF
POSEIDON HOTEL MANAGERS, INC.**

The undersigned Incorporator, for the purpose of forming a corporation pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1
Name**

The name of the corporation shall be Poseidon Hotel Managers, Inc. For convenience, the corporation shall be referred to in this instrument as the "Corporation", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

**ARTICLE 2
OFFICE**

The principal office and mailing address of the Corporation shall be 701 N. Atlantic Avenue, Suite 801, New Smyrna Beach, FL 32169, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Corporation shall be kept at its principal office or at such other place as may be permitted by Florida Statutes.

**ARTICLE 3
PURPOSE AND POWERS**

Unless otherwise stated herein, the purpose for which the Corporation organized is to engage in any lawful act or activity for which corporations may be organized.

Notwithstanding any other provision of these Articles, any other organizational documents or any provisions of law that empowers the Corporation, the following provisions shall be operative and controlling so long as that certain loan in the original principal balance of Twenty Million Dollars (\$20,000,000.00) (the "Loan") by Starwood Mortgage Capital LLC, a Delaware limited liability company, or its successors and/or assigns (collectively, the "Lender") to Poseidon Hotel Ventures, LLC, a Florida limited liability company (the "Borrower" or "Company") is outstanding:

A. The sole purpose of the Corporation is to acquire, manage, own and act as the managing member for the Company, whose sole purpose is to acquire, own, hold, maintain and operate Springhill Suites located at 512 Flagler Avenue in New Smyrna Beach, Florida, (the "Property"), together with such other activities as may be necessary or advisable in connection with the ownership of the Borrower. The Corporation shall not engage in any business, and it shall have no purpose, unrelated to the foregoing purpose and shall not acquire any real property or own assets other than those related to the Borrower and/or otherwise in furtherance of the limited purposes of the Corporation.

B. The Corporation shall have no authority to perform any act in respect of the Borrower in violation of any (a) applicable laws or regulations or (b) any agreement between the Borrower and the Lender or the Corporation and Lender.

C. Until such time as the Loan is indefeasibly paid in full, the Corporation:

1. shall be organized solely for the limited purposes set forth in clause A. above, and shall not own any asset or property other than (A) the Property, and

(B) incidental personal property necessary for the ownership or operation of the Property.

2. shall not engage, in any business other than the ownership, management and operation of the Borrower, and the Corporation shall conduct and operate its business as presently conducted and operated.

3. shall not, enter into any contract or agreement with any Affiliate of the Corporation, any constituent party of the Corporation, or any Affiliate of any constituent party, except upon terms and conditions that are intrinsically fair, commercially reasonable, and no less favorable to it than would be available on an arms-length basis with third parties other than any such party.

4. will at all times own at least a 0.5% direct equity ownership interest in Borrower.

5. shall not incur, any Indebtedness other than unsecured trade payables and operational debt not evidenced by a note and in an aggregate amount not exceeding one \$10,000 at any one time; provided that any such Indebtedness shall be (A) outstanding not more than thirty (30) days, and (B) incurred in the ordinary course of business.

6. shall not make, any loans or advances to any third party (including any Affiliate or constituent party), and has not, and shall not, acquire obligations or securities of its affiliates.

7. shall remain solvent and shall pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due.

8. shall do all things necessary to observe organizational formalities and preserve its existence, and the Corporation will not, nor will Company permit Borrower to, (i) terminate or fail to comply with the provisions of its organizational documents, or (ii) unless (A) Lender has consented and (B) following a securitization of the Loan, the applicable Rating Agencies have issued a Rating Agency Confirmation in connection therewith, amend, modify or otherwise change its partnership certificate, partnership agreement, articles of incorporation and bylaws, operating agreement, trust or other organizational documents.

9. shall maintain, all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any other Person. The Corporation's assets shall not be listed as assets on the financial statement of any other Person. The Corporation shall file its own tax returns (to the extent the Corporation is required to file any such tax returns) and shall not file a consolidated federal income tax return with any other Person. The Corporation shall maintain its books, records, resolutions and agreements as official records.

10. shall at all times has held and will hold itself out to the public as a legal entity separate and distinct from any other entity (including any Affiliate of Company or any constituent party of Company), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business

in its own name, shall not identify itself or any of its Affiliates as a division or department or part of the other and shall maintain and utilize separate stationery, invoices and checks bearing its own name.

11. shall 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.

12. shall not seek or effectuate the liquidation, dissolution, winding up, consolidation, asset sale, division or merger, in whole or in part, of the Corporation.

13. shall not commingle the funds and other assets of Company with those of any Affiliate or constituent party or any other Person, and shall hold all of its assets in its own name.

14. shall 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 Affiliate or constituent party or any other Person.

15. shall not assume or guarantee or become obligated for the debts of any other Person and does not, and shall not hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other Person.

16. shall not permit any Affiliate or constituent party independent access to its bank accounts.

17. shall pay its own liabilities and expenses, including the salaries of its own employees (if any) from its own funds, and shall maintain a sufficient number of employees (if any) in light of its contemplated business operations.

18. shall compensate each of its consultants and agents from its funds for services provided to it and pay from its own assets all obligations of any kind incurred.

19. shall not, without the unanimous consent of all of its directors or members, as applicable, (i) 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, (ii) 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 Corporation's properties, (iii) make any assignment for the benefit of Company's creditors, or (iv) take any action that might cause Company to become insolvent.

20. shall maintain an arm's length relationship with its Affiliates.

21. shall allocate fairly and reasonably any overhead expenses that are shared with any Affiliate, including shared office space.

22. will not pledge its assets for the benefit of any other Person.

23. will consider the interests of, as applicable, Borrower's and the Corporation's creditors in connection with all corporate actions.

24. shall not have any of its obligations guaranteed by any affiliates.

E. The Corporation shall not, and no Person on behalf of the Corporation shall, without the prior written affirmative vote of one hundred percent (100%) of the owners thereof: (a) institute proceedings to be adjudicated bankrupt or insolvent; (b) consent to the institution of bankruptcy or insolvency proceedings against it; (c) file a petition seeking, or consenting to, reorganization or relief under any applicable federal or state law relating to bankruptcy; (d) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Corporation or a substantial part of its property; (e) make any assignment for the benefit of creditors; (f) admit in writing its inability to pay its debts generally as they become due or declare or effect a moratorium on its debts; or (g) take any action in furtherance of any such action ((a) through (g) above, with respect to any Person, collectively, a "Bankruptcy Action").

F. Any indemnification obligation of the Corporation shall (a) be, and hereby is, fully subordinated to the Loan and (b) not constitute a claim against the Corporation or its assets until such time as the Loan has been indefeasibly paid in accordance with its terms and otherwise has been fully discharged.

ARTICLE 4 DEFINITIONS

Unless herein provided to the contrary, or unless context requires, the following terms used in these Articles shall be defined as set forth below:

"Affiliate" shall mean, as to any Person, any other Person that (i) owns directly or indirectly ten percent (10%) or more of all equity interests in such Person, and/or (ii) is in control of, is controlled by or is under common ownership or control with such Person, and/or (iii) is a director or officer of such Person or of an Affiliate of such Person, and/or (iv) is the spouse, issue or parent of such Person or of an Affiliate of such Person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of such Person, whether through ownership of voting securities, by contract or otherwise.

The terms "control", "controlled", or "controlling" shall mean, with respect to a specified Person the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, by contract or otherwise, and the terms Controlled, Controlling and Common Control shall have correlative meanings.

"Loan Documents" shall mean that certain Promissory Note from the Borrower to Lender in the original principal amount of the Loan, that certain Loan Agreement between the Borrower and Lender relating to the Loan, that certain Security Instrument given from the Borrower to, or for the benefit of, Lender in connection with the Loan and any and all guarantees, indemnities, certificates, agreements and other documents contemplated thereby or otherwise delivered to Lender in connection with the Loan.

"Person" shall mean any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other entity, any Governmental Authority and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Rating Agencies" shall mean, prior to the final Securitization of the Loan, each of S&P, Moody's, Fitch, Morningstar Credit Rating, LLC and DBRS, Inc. or any other nationally recognized statistical rating agency which has been designated by Lender and, after the final Securitization of the Loan, shall mean any of the foregoing that have rated any of the Securities.

"Rating Agency Confirmation" shall mean a written affirmation from each of the Rating Agencies that the credit rating of the Securities by such Rating Agency immediately prior to the occurrence of the event with respect to which such Rating Agency Confirmation is sought will not be qualified, downgraded or withdrawn as a result of the occurrence of such event, which affirmation may be granted or withheld in such Rating Agency's sole and absolute discretion. For the purposes of this Agreement, if any Rating Agency shall waive, decline or refuse to review or otherwise engage any request for a Rating Agency Confirmation hereunder or under the other Loan Documents (hereinafter a "RA Consent"), such RA Consent shall be deemed to eliminate, for such request only, the condition that a Rating Agency Confirmation by such Rating Agency (only) be obtained for purposes of this Agreement; provided, however, if Lender does not have a separate and independent approval right with respect to such event set forth herein or in the Loan Documents, as applicable, then the term "Rating Agency Confirmation" shall be deemed instead to require the approval of Lender based on its good faith determination of whether the applicable Rating Agency would issue a Rating Agency Confirmation for the applicable event. For purposes of clarity, any such waiver, declination or refusal to review or otherwise engage in any request for a Rating Agency Confirmation hereunder or under the Loan Documents shall not be deemed a waiver, declination or refusal to review or otherwise engage in any subsequent request for a Rating Agency Confirmation hereunder or under the Loan Documents, and the condition for Rating Agency Confirmation pursuant to this Agreement and the Loan Documents for any subsequent request shall apply regardless of any previous waiver, declination or refusal to review or otherwise engage in such prior request.

"Securities" shall mean any certificates, notes or other securities issued in connection with a Securitization.

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

ARTICLE 6 SHARES

The total number of authorized shares of stock for Corporation shall be one hundred (100) shares.

ARTICLE 7 TERM OF EXISTENCE

Subject to Article 3, the existence of the Corporation shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall have perpetual existence, unless dissolved in accordance with applicable law.

**ARTICLE 8
INITIAL OFFICERS**

Garth M. McHenry, President
701 N. Atlantic Avenue, Suite 801
New Smyrna Beach, FL 32169

Randy McHenry, Vice President, Secretary, Treasurer
701 N. Atlantic Avenue, Suite 801
New Smyrna Beach, FL 32169

**ARTICLE 10
DIRECTORS**

The directors of the Corporation shall be elected in accordance with methods and qualifications specified in the bylaws of the Corporation. In no event, shall the number of directors be fewer than three.

**ARTICLE 11
REGISTERED AGENT**

The name and Florida street address of the Registered Agent are:

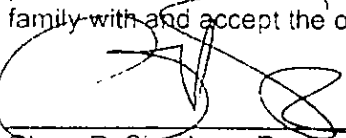
Glenn D. Storch
Storch Law Firm
420 South Nova Road
Daytona Beach, FL 32114

**ARTICLE 12
INCORPORATOR**

The name and address of the Incorporator are:

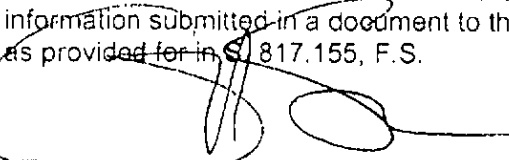
Glenn D. Storch
Storch Law Firm
420 South Nova Road
Daytona Beach, FL 32114

Having been named as Registered Agent of Poseidon Hotel Managers, Inc., and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment 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 family with and accept the obligations of my position as registered agent.


Glenn D. Storch, as Registered Agent

11/21/19
Date

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third-degree felony as provided for in § 817.155, F.S.


Glenn D. Storch, as Incorporator

11/21/19
Date