

L14000005349

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

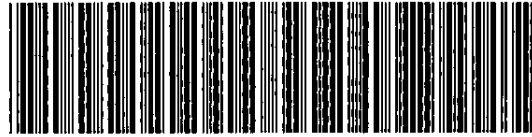
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600253537436

01/08/14--01005--014 **125.00

FILED
14 JAN -8 PM 12:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Lighthouse Skyscraper, LLC
Name of Limited Liability Company

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Cristin Silliman, Esquire

Name of Person

The Legacy Law Firm, LLC

Firm/Company

PO Box 2365

Address

Oldsmar, Florida 34677

City/State and Zip Code

cristins@thelegacylawfirmllc.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Cristin Silliman

Name of Person

at (813) 925-8083

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:



\$125.00 Filing Fee



\$130.00 Filing Fee &
Certificate of Status



\$155.00 Filing Fee &
Certified Copy
(additional copy is enclosed)



\$160.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

Mailing Address

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street/Courier Address

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

FILED
14 JAN -4 PM 12:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Lighthouse Skyscraper, LLC

(Must end with the words "Limited Liability Company, "L.L.C.," or "LLC.")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

Mailing Address:

345 Bayshore Blvd #1405

Tampa, Florida 33606

PO Box 172582

Tampa, FL 33672

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Mariam Hanna

Name

345 Bayshore Blvd #1405

Florida street address (P.O. Box **NOT** acceptable)

Tampa

City

FL 33606

Zip

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 (REQUIRED)

(CONTINUED)

Page 1 of 2

FILED
14 JAN - 4 PM 12:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE IV-

The name and address of each person authorized to manage and control the Limited Liability Company:

Title:

"AMBR" = Authorized Member

"MGR" = Manager

MGR

Name and Address:

Mariam Hanna

PO Box 172582

Tampa, Florida 33672

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____ (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

ARTICLE VI: Other provisions, if any.

REQUIRED SIGNATURE:



Signature of a member or an authorized representative of a member.

(In accordance with section 605.0203 (1) (b), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

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.)

Mariam Hanna

Typed or printed name of signee

Filing Fees:

\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent

\$ 30.00 Certified Copy (Optional)

\$ 5.00 Certificate of Status (Optional)

FILED
14 JAN -4 PM 12:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

LIGHTHOUSE SKYSCRAPER, LLC

This Company Agreement of this SINGLE MEMBER MANAGED LIMITED LIABILITY COMPANY organized pursuant to applicable state law, is entered into and shall become effective as of the Effective Date by and among the Company and the person executing this Agreement as the Member. It is the Member's express intention to create a limited liability company in accordance with the Act, as currently written or subsequently amended or redrafted. Therefore, all provisions of this document shall be construed consistent with the described intent of the Member. Accordingly, in consideration of the conditions contained herein, she agrees as follows:

ARTICLE I

Company Formation

1.1 FORMATION. The Member hereby does form a Limited Liability Company ("Lighthouse Skyscraper, LLC") to include the following properties:

- (a) 5427 Baywater Drive, Tampa, Florida 33615.
- (b) 5221 South Bayshore Boulevard, Tampa, Florida 33611.

Subject to the provisions of state law as currently in effect as of this date, Articles of Organization shall be filed with the Secretary of State.

1.2 REGISTERED OFFICE AND AGENT. The location and name of the registered agent shall be as stated in the Articles of Organization.

1.3 TERM. The Company shall continue for a perpetual period unless,

- (a) The Member votes for dissolution; or
- (b) Any event which makes it unlawful for the business of the Company to be carried on by the Member; or
- (c) Any other event causing dissolution of this Limited Liability Company under applicable state laws.

1.4 CONTINUANCE OF COMPANY. Notwithstanding the provisions of ARTICLE 1.3, in the event of an occurrence described in ARTICLE 1.3(c), if there are at least one remaining Member(s), said remaining Member(s) shall have the right to continue the business of the Company or:

- (a) Upon the death of Member, MARIAM HANNA, the Lighthouse Skyscraper, LLC and associated properties shall be distributed as follows:

FILED
JAN - 6 PM 12:45
CLERK OF STATE
TALLAHASSEE, FLORIDA

(i) 50 % of ownership and management of the Lighthouse Skyscraper, LLC and associated properties shall be devised to her brother, MINA HANNA.

(ii) 50 % of ownership and management of the Lighthouse Skyscraper, LLC and associated properties shall be devised to her parents, MADLEIN MISHRIKI and WASSEF HANNA, as Members to share equally.

(1) If only one of the above named beneficiaries survive MINA HANNA, then that parent shall receive the full 50% ownership.

(iii) 50 % of the income from the Lighthouse Skyscraper, LLC and associated properties shall be distributed to her brother, MINA HANNA, at least annually.

(iv) 50 % of the income from the Lighthouse Skyscraper, LLC and associated properties shall be distributed to her parents, MADLEIN MISHRIKI and WASSEF HANNA, at least annually, to share equally.

(1) If only one of the above named beneficiaries survive MARIAM HANNA, then that parent shall receive the full 50% of income.

(v) If only one of the three named beneficiaries in this section survive MARIAM HANNA, then that beneficiary shall receive 100% ownership, management and income of the Lighthouse Skyscraper, LLC and associated properties.

1.5 BUSINESS PURPOSE. The Company shall conduct any and all lawful business deemed appropriate to execute the company's objectives.

1.6 PRINCIPAL PLACE OF BUSINESS. The location of the principal place of business of the Company shall be as stated in the Articles of Organization.

1.7 THE MEMBERS. The name and place of residence of the member are listed below:

(a) Mariam Hanna - PO Box 172582 Tampa, FL 33672

1.8 ADMISSION OF ADDITIONAL MEMBERS. Except as otherwise expressly provided in the Agreement, additional members may be admitted to the Company through issuance by the company of a new interest in the Company or a sale of current a percent of current Member's interest.

ARTICLE II

Capital Contributions

2.1 INITIAL CONTRIBUTIONS. The Member initially shall contribute to the Company capital and the company shall keep record of the amount each contributed.

FILED
JAN-4 PM 12:46
CLERK OF STATE
TAMPA, FLORIDA

2.2 ADDITIONAL CONTRIBUTIONS. No Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

3.1 PROFITS/LOSSES. For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company.

3.2 DISTRIBUTIONS. The Member shall determine and distribute available funds annually or at more frequent intervals as the Member sees fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Member. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

3.3 C CORPORATION ELECTION. The Member may elect to be treated as a C corporation at any time to keep the profits of the LLC at the company level and not be forced to distribute profits to the Member.

ARTICLE IV

Management

4.1 MANAGEMENT OF THE BUSINESS. The management of the business is invested in the Member.

4.2 MEMBER. The liability of the Member shall be limited as provided pursuant to applicable law. The Member is in control, management, direction, and operation of the Company's affairs and shall have powers to bind the Company with any legally binding agreement, including setting up and operating a LLC company bank account.

4.3 POWERS OF THE MEMBER. The Member is authorized on the Company's behalf to make all decisions in accordance with ARTICLE 4.2 as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of its management powers, the Member is authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise

FILED
14 JAN -6 PM 12:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

4.7 NOMINEE. Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Member may designate. The Member shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

4.8 COMPANY INFORMATION. Upon request, the Chief Executive Member shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Chief Executive Member's possession regarding the Company or its activities.

4.9 EXCULPATION. Any act or omission of the Member, the effect of which may cause or result in loss or damage to the Company or the Member if done in good faith to promote the best interests of the Company, shall not subject the Member to any liability to the Member.

4.10 INDEMNIFICATION. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Member acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he/she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.11 RECORDS. The Member shall cause the Company to keep at its principal place of business or other location the following:

(a) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

(b) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

FILED
14 JAN 14 PM 12:49
SECRETARY OF STATE
TALLAHASSEE, FL 32311

ARTICLE V

Compensation

5.1 MEMBER MANAGEMENT FEE. Any Member rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

5.2 REIMBURSEMENT. The Company shall reimburse the Member for all direct out-of-pocket expenses incurred by the Member in managing the Company.

ARTICLE VI

Bookkeeping

6.1 BOOKS. The Member shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or other agreed location. Such books shall be kept on such method of accounting as the Member shall select. The company's accounting period shall be the calendar year or how the Member sees fit.

ARTICLE VII

Dissolution

7.1 DISSOLUTION. The Member may dissolve the LLC at any time. Upon dissolution the LLC must pay its debts first before distributing cash, assets, and/or initial capital to the Member or the Members interests. The dissolution may only be ordered by the Member, not by the owner of the Members interests.

CERTIFICATION OF MEMBER

The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement.

Signed this 1 day of January, 2014.

 Signature

Mariam Hanna Printed

14 JAN -4 PM 12:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED