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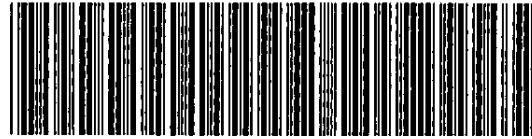
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COVER LETTER

Department of State
New Filing Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Lake Success Manager, Inc.

(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed are an original and one (1) copy of the articles of incorporation and a check for:

☐ \$70.00
Filing Fee

☒ \$78.75
Filing Fee
& Certificate of Status

☐ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate of
Status

ADDITIONAL COPY REQUIRED

FROM: Jonathan Bloom, Esq.

Name (Printed or typed)

2295 NW Corporate Blvd., Suite 117

Address

Boca Raton, Florida 33431

City, State & Zip

561-864-0000

Daytime Telephone number

jbloom@bloom-freeling.com

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

NOTE: Please provide the original and one copy of the articles.

**ARTICLES OF INCORPORATION
OF
LAKE SUCCESS MANAGER, INC.**

I, the undersigned, being of legal age and a natural person, do hereby subscribe to, acknowledge and file the following Articles of Incorporation for the purpose of creating a corporation under the laws of the State of Florida.

ARTICLE I

The name and initial address of this Corporation shall be:

LAKE SUCCESS MANAGER, INC.

ARTICLE II

This Corporation may engage in any activity or business permitted under the laws of the State of Florida. The stated purpose of the Corporation is to act as the managing member of Lake Success Rentals II, LLC.

ARTICLE III

The capital stock authorized, the par value thereof, and the characteristics of such stock shall be as follows:

<u>NUMBER OF SHARES AUTHORIZED</u>	<u>PAR VALUE PER SHARE</u>	<u>CLASS OF STOCK</u>
900	\$.01	Common

The consideration for all of the said stock shall be payable in cash, property, real or personal, labor or services in lieu of cash, at a just valuation to be fixed by the Board of Directors of this Corporation.

ARTICLE IV

This Corporation shall commence its existence immediately upon the filing of these Articles of Incorporation and shall exist perpetually thereafter unless sooner dissolved according to law.

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DIVISION OF CORPORATIONS
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ARTICLE V

The initial registered office of this Corporation shall be: 5300 NW 12TH AVENUE #1, FORT LAUDERDALE, FL 33309, with the privilege of having its offices and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Tanya Eldridge, 5300 NW 12TH AVENUE #1, FORT LAUDERDALE, FL 33309.

ARTICLE VI

This Corporation shall have at least one director, with the exact number to be specified by the stockholders from time to time unless the stockholders shall, by a majority vote thereafter, determine that the Corporation be managed by the stockholders.

ARTICLE VII

The name and address of the incorporator is:

Jonathan Bloom, Esq.
Bloom & Freeling
2295 NW Corporate Blvd., Suite 117
Boca Raton, Florida 33431

ARTICLE VIII

The private property of the stockholders shall not be subject to payment of the corporate debts to any extent.

ARTICLE IX

This Corporation may indemnify and insure its officers and directors to the fullest extent permitted by law.

ARTICLE X

Since the date of Corporation's formation, as of the date hereof and until such time as that certain debt shall be paid in full to Redwood Commercial Mortgage Corporation ("Lender") with respect to that certain loan made by Lender to Corporation (the "Loan"), Corporation has not and shall not:

- a. with respect to Corporation, engage in any business or activity other than the acquisition, development, ownership, operation, leasing, managing and maintenance of the Corporation's Property, and entering into the Loan, and activities incidental thereto and with respect to Principal, if any, engage in any business or activity other than the ownership of its equity interest in Corporation, and activities incidental thereto;

- b. with respect to Corporation, acquire or own any material assets other than (i) the Property, and (ii) such incidental Personal Property as may be necessary for the operation of the Property, as the case may be and with respect to Principal, acquire or own any material asset other than its equity interest in Corporation;
- c. merge into or consolidate with any Person or, to the fullest extent permitted by law, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;
- d. (i) fail to observe its organizational formalities or preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, and qualification to do business in the State where the Property is located, if applicable, or (ii) without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of Corporation's organizational documents, as the case may be, or of Principal's organizational documents, as the case may be, whichever is applicable;
- e. other than Principal's equity ownership interest in Corporation, own any subsidiary or make any investment in, any Person without the prior written consent of Lender;
- f. commingle its assets with the assets of any of its members, general partners, Affiliates, principals or of any other Person, participate in a cash management system with any other Person or fail to use its own separate stationery, telephone number, invoices and checks;
- g. with respect to Corporation, incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Debt, except for trade payables in the ordinary course of its business of owning and operating the Property, provided that such debt (i) is not evidenced by a note, (ii) is paid within sixty (60) days of the date incurred, (iii) does not exceed, in the aggregate, two percent (2%) of the outstanding principal balance of the Note and (iv) is payable to trade creditors and in amounts as are normal and reasonable under the circumstances and with respect to Principal, incur any debt secured or unsecured, direct or contingent (including guaranteeing any obligations);
- h. to the extent the Property produces sufficient revenue, become insolvent and fail to pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;
- i. (i) fail to maintain its records (including financial statements), books of account and bank accounts separate and apart from those of the members, general partners, principals and Affiliates of Corporation or of Principal, as the case may be, the Affiliates of a member, general partner or principal of Corporation or of Principal, as the case may be, and any other Person, (ii) permit its assets or liabilities to be listed as assets or liabilities on the financial statement of any other Person or (iii) include the assets or liabilities of any other Person on its financial statements; provided, however, that its assets may be included in a consolidated financial statement of its Affiliates, provided 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 entity nor constitute obligations of the consolidated entity;


- j. enter into any contract or agreement with any member, general partner, principal or Affiliate of Corporation or of Principal, as the case may be, Guarantor or Sponsor or any member, general partner, principal or Affiliate thereof (other than a business management services agreement with an Affiliate of Corporation, provided that (i) such agreement is acceptable to Lender, (ii) the manager, or equivalent thereof, under such agreement holds itself out as an agent of Corporation and (iii) the agreement meets the standards set forth in this subsection (j) following this parenthetical), except upon terms and conditions that are commercially reasonable, intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any member, general partner, principal or Affiliate of Corporation or of Principal, as the case may be, Guarantor or Sponsor or any member, general partner, principal or Affiliate thereof;
- k. to the fullest extent permitted by law, seek the dissolution or winding up in whole, or in part, of Corporation or of Principal, as the case may be;
- l. fail to correct any known misunderstandings regarding the separate identity of Corporation, or of Principal, as the case may be, or any member, general partner, principal or Affiliate thereof or any other Person;
- m. guarantee or become obligated for the debts of any other Person or hold itself out to be responsible for the debts of another Person other than with respect to the Loan;
- n. make any loans or advances to any third party, including any member, general partner, principal or Affiliate of Corporation or of Principal, as the case may be, or any member, general partner, principal or Affiliate thereof, and shall not acquire obligations or securities of any member, general partner, principal or Affiliate of Corporation or Principal, as the case may be, or any member, general partner, or Affiliate thereof;
- o. fail to file its own tax returns or be included on the tax returns of any other Person except as required by Applicable Law;
- p. fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name or a name franchised or licensed to it by an entity other than an Affiliate of Corporation or of Principal, as the case may be, and not as a division or part of any other entity in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that Corporation or Principal, as the case may be, is responsible for the debts of any third party (including any member, general partner, principal or Affiliate of Corporation, or of Principal, as the case may be, or any member, general partner, principal or Affiliate thereof);

- q. to the extent the Property produces sufficient revenue, fail to 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;
- r. share any common logo with or hold itself out as or be considered as a department or division of (i) any general partner, principal, member or Affiliate of Corporation or of Principal, as the case may be, (ii) any Affiliate of a general partner, principal or member of Corporation or of Principal, as the case may be, or (iii) any other Person;
- s. fail to allocate fairly and reasonably any overhead expenses that are shared with an Affiliate, including paying for office space and services performed by any employee of an Affiliate;
- t. pledge its assets for the benefit of any other Person, and with respect to Corporation, other than with respect to the Loan;
- u. fail to maintain a sufficient number of employees in light of its contemplated business operations;
- v. fail to provide in its organizational documents that for so long as the Loan is outstanding pursuant to the Note, this Agreement and the other Loan Documents, it shall not file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors without the affirmative vote of all other general partners/managing members/directors;
- w. fail to hold its assets in its own name;
- x. if Corporation or Principal is a corporation, fail to consider the interests of its creditors in connection with all corporate actions to the extent permitted by Applicable Law;
- y. have any of its obligations guaranteed by an Affiliate except Guarantor in connection with the Loan.
- z. fail to require the managing member (each, a "**Principal**") to be a corporation (i) whose sole asset is its interest in Borrower, (ii) which has not been and shall not be permitted to engage in any business or activity other than owning an interest in Borrower; (iii) which has not been and shall not be permitted to incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation); (iv) whose organizational documents contain the separateness covenants set forth in this Section; and (v) which has and will at all times own at least a 0.5% direct equity ownership interest in Borrower. Each such Principal will at all times comply, and will cause Borrower to comply, with each of the representations, warranties, and covenants contained in this Section (to the extent applicable) as if such representation, warranty or covenant was made directly by such Principal. Upon the withdrawal or the disassociation of a Principal from Borrower,

Borrower shall immediately appoint a new Principal whose articles of incorporation or operating agreement, as applicable, are substantially similar to those of such Principal.

All capitalized terms not defined herein shall have the meanings ascribed to them in that certain Loan Agreement between Company and REDWOOD COMMERCIAL MORTGAGE CORPORATION, as Lender.

IN WITNESS WHEREOF, I, the undersigned, being the incorporator hereinbefore named, for the purpose of forming a Corporation to do business both within and without the State of Florida, under the laws of Florida, make and file these Articles of Incorporation hereby declaring and certifying that the facts herein stated are true, and hereunto set my hand and seal this 26 day of February, 2014.



Jonathan Bloom, Esq., Incorporator

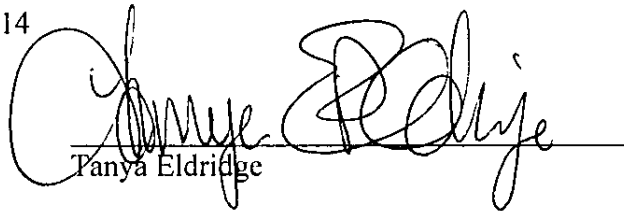
**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICES OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with the laws of the State of Florida, the following is submitted:

First – That, **Lake Success Manager, Inc.**, desiring to organize under the laws of the State of Florida, has named, Tanya Eldridge, as its statutory registered agent.

Having been named the statutory agent of the above Corporation at the place designated in this Certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Dated this 26 day of February, 2014


Tanya Eldridge