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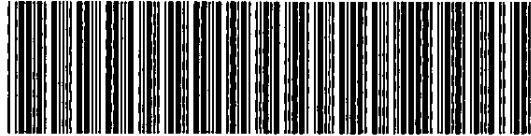
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SUBJECT: 6274-6298 Linton Manager, Inc.

(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: Mitchell T. McRae, Esq.

Name (Printed or typed)

McRae Law Offices, P.A.

Address

5300 W. Atlantic Ave., Suite 412, Delray Beach, FL 33484

City, State & Zip

561-638-6600 (Ext. 1)

Daytime Telephone number

mmcrae@mcranelawfirm.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

In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

ARTICLE I: NAME

The name of the corporation (the "Company") shall be: **6274-6298 Linton Manager, Inc.**

ARTICLE II: PRINCIPAL OFFICE

Principal street address: **5300 West Atlantic Avenue, Suite 412, Delray Beach, FL 33484**

Mailing address, if different is: **5300 West Atlantic Avenue, Suite 412, Delray Beach, FL 33484**

ARTICLE III: PURPOSE

The purpose for which the Company is organized is as follows:

The Company is the managing member of R-M DEVELOPMENT GROUP CAPITAL PARTNERS, LLC, a Florida limited liability company ("Borrower"). Borrower is obtaining a loan (the "Loan") from Pillar Multifamily, LLC (or any affiliate thereof, together with its successors and assigns, "Lender") to evidence certain debt (the "Debt" or "Indebtedness") and obligations (the "Obligations") to be secured and/or evidenced by a loan agreement (the "Loan Agreement") (with defined terms used herein but not defined herein having the meaning set forth in the Loan Agreement). Notwithstanding any other provisions of the Company's bylaws, these articles of incorporation, any organizational documents of the Borrower, or any other document governing the formation, management and operation of the Company or the Borrower, at all times on and after the date hereof and until such time as the Obligations shall be paid and performed in full:

(a) The Company (i) has been, is, and will be organized solely for the purpose of owning a managing membership interest (the "Membership Interest") in Borrower and managing Borrower with respect to Borrower's acquiring, developing, owning, holding, selling, leasing, transferring, exchanging, managing and operating the real estate project known as The Addison, 6274-6298 Linton Boulevard, located in Delray Beach, Palm Beach County, Florida (the "Property"), causing the Borrower to enter into the Loan Agreement with the Lender, causing the Borrower to refinance the Property in connection with a permitted repayment of the Loan, and causing the Borrower to transact lawful business that is incident, necessary and appropriate to accomplish the foregoing, and (ii) has not owned, does not own, and will not own any asset or property other than (A) the Membership Interest, and (B) incidental personal property necessary for the ownership or operation of the Membership Interest.

(b) The Company has not engaged and will not engage in any business other than the ownership of the Membership Interest and management of the Borrower and the Company will conduct and operate its business as presently conducted and operated.

(c) The Company has not and will not enter into any contract or agreement with any Affiliate of the Company 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.

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(d) The Company will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than unsecured trade payables incurred in the ordinary course of business related to the ownership of an interest in the Company that (A) do not exceed at any one time \$10,000.00, and (B) are paid within thirty (30) days after the date incurred.

(e) The Company has not made and will 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.

(f) The Company has been, is, and intends to remain solvent and the Company has paid and intends to pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets; provided that the foregoing shall not require any direct or indirect member, partner or shareholder of the Company or the Borrower to make any additional capital contributions to the Company or the Borrower.

(g) The Company has done or caused to be done, and will do, all things necessary to observe organizational formalities and preserve its existence, and the Company has not, will not (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.

(h) The Company has maintained and will maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any other Person. The Company's assets will not be listed as assets on the financial statement of any other Person; provided, however, that the Company's assets may be included in a consolidated financial statement of its Affiliates provided that (i) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of the Company and such Affiliates and to indicate that the Company's assets and credit are not available to satisfy the debts and other obligations of such Affiliates or any other Person, and (ii) such assets shall be listed on the Company's own separate balance sheet. The Company will file its own tax returns (to the extent the Company is required to file any such tax returns) and will not file a consolidated federal income tax return with any other Person. The Company has maintained and shall maintain its books, records, resolutions and agreements in accordance with these articles.

(i) The Company has been, will be, and 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 the Company or any constituent party of the 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.

(j) The Company has maintained and intends 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; provided that the foregoing shall not require any direct or indirect member, partner or shareholder of the Company to make any additional capital contributions to the Company.

(k) Neither the Company nor any constituent party of the Company has sought or will seek or effect the liquidation, dissolution, winding up, consolidation or merger, in whole or in part, of the Company.

(l) The Company has not and will not commingle the funds and other assets of the Company with those of any Affiliate or constituent party or any other Person, and has held and will hold all of its assets in its own name.

(m) The Company has 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 Affiliate or constituent party or any other Person.

(n) The Company has not and will not assume or guarantee or become obligated for the debts of any other Person and does not and will not hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other Person.

(o) Upon the withdrawal or the disassociation of the Company from the Borrower, the Borrower shall immediately appoint a new managing member whose articles or certificate of formation or incorporation (and bylaws or operating agreement) are substantially similar to those of the Company.

(p) Lender is an intended third-party beneficiary of the "special purpose" provisions of this Article III.

(q) Actions requiring unanimous written consent of the members of Borrower and the stockholders of the Company and its board of directors shall include each of the following with respect to the Company and the Borrower: (i) filing or consenting to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, (ii) seeking or consenting to the appointment of a receiver, liquidator or any similar official of the Company or a substantial part of its business, (iii) taking any action that might cause such entity to become insolvent, (iv) making an assignment for the benefit of creditors, (v) admitting in writing its inability to pay debts generally as they become due, (vi) declaring or effectuating a moratorium on the payment of any obligations, or (vii) taking any action in furtherance of the foregoing.

(r) The Company will comply with or cause the compliance with, (i) all of the representations, warranties and covenants in this Article III, and (ii) all of the organizational documents of the Company and the Borrower.

(s) The Company has not permitted and will not permit any Affiliate or constituent party independent access to its bank accounts.

(t) The Company has paid and intends to pay its own liabilities and expenses, including the salaries of its own employees (if any) from its own funds, and has maintained and

shall maintain a sufficient number of employees (if any) in light of its contemplated business operations; provided that the foregoing shall not require any direct or indirect member, partner or shareholder of the Company to make any additional capital contributions to the Company.

(u) The Company has compensated and 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; provided that the foregoing shall not require any direct or indirect member, partner or shareholder of the Company to make any additional capital contributions to the Company.

(v) The Company has allocated and will allocate fairly and reasonably any overhead expenses that are shared with any Affiliate, including shared office space.

(w) The Company has not pledged and will not pledge the Membership Interest for the benefit of any Person.

(x) The Company has (and will have) no obligation to indemnify its officers, directors, members or partners, as the case may be, 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.

(y) The Company will not: (A) dissolve, merge, liquidate, consolidate; (B) sell, transfer, dispose, or encumber all or substantially all of its assets or acquire all or substantially all of the assets of any Person; or (C) engage in any other business activity, or amend its organizational documents with respect to the matters set forth in this Article III without the consent of the Lender.

(z) The Company has not, does not, and will not have any of its obligations guaranteed by any Affiliate.

All indemnification obligations of the Company to any officer, director, or shareholder are fully subordinated to the Debt and Obligations and such indemnification obligations shall in no event constitute a claim against the Company if cash flow in excess of amounts necessary to pay the Debt and Obligations under the Loan is insufficient to pay such indemnification obligations.

ARTICLE IV: SHARES

The number of shares of stock is: 1,000,000 common shares, \$0.001 par value

ARTICLE V: INITIAL OFFICERS AND/OR DIRECTORS

Name and Title: Fred Fechheimer, President

Address: 25832 Ivanhoe Road, Huntington Woods, Michigan 48070

Name and Title: Lisa Miner, Vice-President

Address: 875 N. Michigan Ave., Suite 3840, Chicago, Illinois 60611

Name and Title: Lorraine T. Robinson, Vice-President

Address: 5300 W. Atlantic Avenue, Suite 412, Delray Beach, FL 33484

Name and Title: Mitchell T. McRae, Secretary

Address: 5300 W. Atlantic Avenue, Suite 412, Delray Beach, FL 33484

ARTICLE VI: REGISTERED AGENT

The **name and Florida street address** (P.O. Box NOT acceptable) of the registered agent is:

Name: Mitchell T. McRae

Address: 5300 West Atlantic Avenue, Suite 412, Delray Beach, FL 33484

ARTICLE VII: INCORPORATOR

The **name and address** of the Incorporator is:

Name: Fred Fechheimer

Address: 25832 Ivanhoe Road, Huntington Woods, Michigan 48070

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity

 Mitchell T. McRae

Required Signature/Registered Agent

3/30/15
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 s.817.155, F.S.



Required Signature/Incorporator

3/30/15
Date

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