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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

16 JAN 25 PM 5:19

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AND
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VH

COVER LETTER

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

SUBJECT: Florida Special Purpose Company, 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 ☐ \$78.75
Filing Fee Filing Fee
 & Certificate of Status

<input type="checkbox"/> \$78.75 Filing Fee & Certified Copy	<input checked="" type="checkbox"/> \$87.50 Filing Fee, Certified Copy & Certificate of Status
ADDITIONAL COPY REQUIRED	

FROM: Paul S. Gravenhorst

Name (Printed or typed)

515 East Las Olas Boulevard, Suite 1200

Address

Ft. Lauderdale, Fla. 33301

City, State & Zip

954 468 7925

Daytime Telephone number

paul.gravenhorst@hklaw.com

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

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

APPROVED
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16 JAN 25 PM 5:18

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

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

ARTICLE I NAME

The name of the corporation shall be: Florida Special Purpose Company, Inc.

ARTICLE II PRINCIPAL OFFICE

Principal street address

Mailing address, if different is:

1893 Thatch Palm Drive

1893 Thatch Palm Drive

Boca Raton, FL 33432

Boca Raton, FL 33432

ARTICLE III PURPOSE

The purpose for which the corporation is organized is: (See attached insert to this Article III)

ARTICLE IV SHARES

The number of shares of stock is: 1,000 shares common stock

ARTICLE V INITIAL OFFICERS AND/OR DIRECTORS

Name and Title: Paul S. Gravenhorst, President

Name and Title:

Address 1893 Thatch Palm Drive

Address:

Boca Raton, FL 33432

Name and Title: Darin Hirschy, V.P, Sec, Treasuer

Name and Title:

Address 1625 Bald Knob Road

Address:

Sparta, NC 28675

Name and Title:

Name and Title:

Address

Address:

INSERT TO ARTICLES OF INCORPORATION

ARTICLE III. PURPOSE

3. The corporation shall be governed by the following:
 - 3.1 The purpose for which this Corporation is organized is limited solely to being the managing member of the Company acting as, and exercising all of the authority of, the managing member of Lake View Garden Homes, L.C. (the "Company"), and transacting of any and all lawful business for which a corporation may be organized under its constitutive law that is incident, necessary and appropriate to accomplish the foregoing.
 - 3.2 The Corporation is prohibited from incurring indebtedness.
 - 3.3 The Corporation is prohibited in engaging in any dissolution, liquidation, consolidation, merger or sale of assets and from causing the Company to do any of the foregoing, both for as long as that certain loan in the original principal sum of \$1,610,000.00 currently held by Deutsche Bank Trust Company America, as Trustee for GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 2013-GCJ14 (the "Trust," together with its successors and/or assigns, "Lender":) is outstanding.
 - 3.4 To the extent required by the documents evidencing and/or securing the Loan ("Loan Documents"), no transfer of any direct or indirect ownership interest in the Company may be made unless such transfer is consented to by Lender. Lender may condition its consent upon satisfaction of any requirements in the Loan Documents and/or Lender's' then current servicing standards.
 - 3.5 The Corporation is required to continue serving in the capacity as the special purpose member of the Company so long as the Loan is outstanding.
 - 3.6 The Corporation is required on its own behalf, and covenants to cause the Company, to:
 - i. Maintain books and records separate from any other person or entity;
 - ii. Maintain its bank accounts separate from any other person or entity;
 - iii. Not commingle its assets with those of any other person or entity and hold all of its assets in its own name;
 - iv. Conduct its own business in its own name;

- v. Maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity;
- vi. Pay its own liabilities and expenses only out of its own funds;
- vii. Observe all corporate and other organizational formalities;
- viii. Maintain an arm's length relationship with its affiliates and enter into transactions with affiliates only on a commercially reasonable basis;
- ix. Pay the salaries of its own employees from its own funds;
- x. Maintain a sufficient number of employees in light of its contemplated business operations;
- xi. Not guarantee, become obligated for or pledge its assets for the debts or benefits of any other person or entity;
- xii. Not hold its credit out as being available to satisfy the obligations of any other person or entity;
- xiii. Not acquire the obligations or securities of its affiliates or owners, including members;
- xiv. Not make loans to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (other than cash and investment-grade securities);
- xv. 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;
- xvi. Use separate stationery, invoices, and checks bearing its own name;
- xvii. Hold itself out as a separate identity;
- xviii. Correct any known misunderstanding regarding its separate identity;
- xix. Not identify itself as a division of any other person or entity;
- xx. Maintain adequate capital in light of its contemplated business operations; and
- xxi. Comply with each of the SPE/separateness covenants set forth in the Loan Documents. In the event of any conflict between the SPE/separateness covenants set forth in the Loan Documents and the SPE/separateness covenants set forth herein, the SPE/separateness covenants set forth in the Loan Documents shall control.

- 3.7 Notwithstanding anything contained in this or any other organizational document to the contrary, any obligation which Corporation may owe to any of its officers, directors, partners, members, shareholders or affiliates (collectively, "Interested Parties"), whether characterized as a salary, fee or indemnification, shall not constitute a claim against Corporation until, and shall be subject to and fully subordinate to, the prior payment in full of the Loan, provided however, so long as no Default or Event of Default exists under the Loan Documents to the extent Corporation has cash flow or other available liquid assets (exclusive of any of reserve accounts to be maintained under the Loan Documents) in excess of the amount necessary to make current payments of principal and interest due under the Loan Documents, Corporation may pay when due (without any acceleration caused by Corporation) the scheduled obligations due to the Interested Parties of Corporation.
- 3.8 The unanimous consent of all of the directors is required for the Corporation, and for the Corporation to cause the Company, to:
- i. File or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; institute any proceedings under any applicable insolvency law 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 the Corporation or the Company or a substantial portion of either of their properties;
 - iii. Make any assignment for the benefit of the creditors of the Corporation or the Company; or
 - iv. Take any action in furtherance of any of i, ii or iii above.

The Corporation is prohibited from amending the provisions specified in paragraphs a through i and this paragraph j without approval of such amendment by Lender. Lender may condition its approval upon satisfaction of any requirements set forth in the Loan Documents and/or Lender's then current servicing standards.

APPROVED
AND
FILED

Name and Title: _____	Name and Title: _____
Address _____	Address: _____
_____	_____
_____	_____

16 JAN 25 PM 5:10

SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLE VI REGISTERED AGENT

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

Name: Paul S. Gravenhorst
Address: 1893 Thatch Palm Drive
Boca Raton, FL 33432

ARTICLE VII INCORPORATOR

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

Name: Paul S. Gravenhorst
Address: 1893 Thatch Palm Drive
Boca Raton, FL 33432

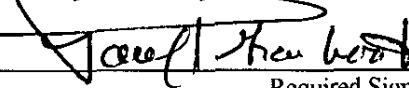
ARTICLE VIII EFFECTIVE DATE:

Effective date, if other than the date of filing: _____ shall be 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 or 90 business days after the filing.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

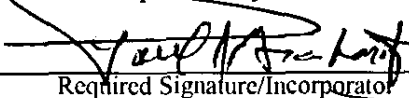
Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity



Required Signature/Registered Agent

1/21/2016
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

1/21/2016
Date