

PI7000084582

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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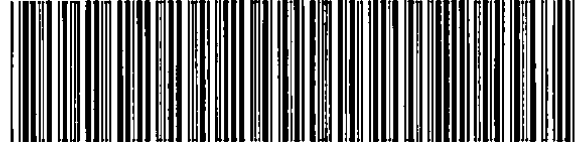
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

19 JUL -8 PM 7:03

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JUL 18 2019

S. YOUNG

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Lakeside 6301 Management Inc.

DOCUMENT NUMBER: P17000084582

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Yoav Merary

Name of Contact Person

Lakeside 6301 Management Inc.

Firm/ Company

6030 Hollywood Blvd. #240

Address

Hollywood, FL 33024

City/ State and Zip Code

merrary@gmail.com

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

For further information concerning this matter, please call:

Jeff Orlan

at (845)

352-4540

Name of Contact Person

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

☒ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed)

Mailing Address

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

Street Address

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

Articles of Amendment
to
Articles of Incorporation
of

Lakeside 6301 Management Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

P17000084582

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this **Florida Profit Corporation** adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:
(Principal office address **MUST BE A STREET ADDRESS**)

C. Enter new mailing address, if applicable:
(Mailing address **MAY BE A POST OFFICE BOX**)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent _____

(Florida street address)

New Registered Office Address: _____, Florida _____
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

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TALLAHASSEE, FLORIDA

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

X Change PT John Doe

X Remove V Mike Jones

X Add SV Sally Smith

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____

E. If amending or adding additional Articles, enter change(s) here:

(Attach additional sheets, if necessary). (Be specific)

See attached

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:

(if not applicable, indicate N/A)

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: _____
(no more than 90 days after amendment file date)

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.

Adoption of Amendment(s) (CHECK ONE)

☒ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____."
(voting group)

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated JUNE 27, 2019

Signature

(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Yoav Merary

(Typed or printed name of person signing)

President

(Title of person signing)

**SPE PROVISIONS FOR ARTICLES OF INCORPORATION
OF LAKESIDE 6301 MANAGEMENT INC.**

WHEREAS, Lakeside 6301 Management Inc. (the "Corporation") was formed pursuant to those certain Articles Of Incorporation filed October 19, 2017 in the State of Florida (as amended, the "Articles Of Incorporation"), which Article Of Incorporation were amended pursuant to that certain Articles Of Amendment To Articles Of Incorporation dated October 24, 2017 ("Amendment #1"); and

WHEREAS, the Corporation now desires to amend the Articles Of Incorporation as provided herein.

NOW, THEREFORE, for and in consideration of good and valuable consideration the receipt of which is hereby acknowledged, it is agreed as follows:

1. Conflict. In the event of a conflict between the provisions of this Amendment and the Articles Of Incorporation, this Amendment shall control. Except as specifically modified herein, all terms and conditions of the Articles Of Incorporation shall remain in full force and effect.
2. Recitals. The recitals stated above are true and correct and are incorporated herein by reference.
3. Definitions. All terms capitalized but not defined herein shall have the meanings ascribed thereto in the Articles Of Incorporation.
4. Special Purpose Entity. Amendment #1 is hereby deleted in its entirety and replaced by the following:

"For so long as the Loan (as defined in Exhibit A) from Lender (as defined in Exhibit A) to the Property Owner (as defined in Exhibit A) shall remain outstanding, notwithstanding anything to the contrary contained herein or in any other document governing the formation, management or operation of the Corporation, the provisions set forth on Exhibit A annexed hereto and made a part hereof shall govern and control and shall not be amended, altered, modified or repealed without the prior written consent of the Lender or its successors and assigns under the Loan. To the extent that the provisions of Exhibit A conflict with any other provision of these Articles of Incorporation, the provisions of Exhibit A shall control."

Exhibit A

to

Articles Of Amendment To Articles of Incorporation of Lakeside 6301 Management Inc.

Separateness Covenants. In order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth herein, the Corporation shall conduct its affairs in accordance with the following provisions:

(i) it is and shall be organized solely for the purpose of acting as the manager of the Property Owner and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing;

(ii) it has not engaged and shall not engage in any business unrelated to acting the manager of the Property Owner;

(iii) it does not have, shall not have, and at no time had, any assets other than its member interest in the Property Owner and personal property necessary or incidental to its ownership of such interest;

(iv) it has not engaged in, sought, consented or permitted to and shall not engage in, seek, consent to or permit: (A) any dissolution, winding up, liquidation, consolidation or merger, (B) any sale or other transfer of all or substantially all of its assets or any sale of assets outside the ordinary course of its business, except as permitted by the Loan Documents, or (C) any transfer of its partnership or membership interests;

(v) shall not cause, consent to or permit any amendment of its articles of incorporation with respect to the matters set forth in this Exhibit A;

(vi) [Intentionally Omitted];

(vii) [Intentionally Omitted]

(viii) it has not and shall not, and has and shall have a certificate of incorporation or articles that provide that it shall not: (1) dissolve, merge, liquidate, consolidate; (2) sell all or substantially all of its assets or the assets of the Property Owner; or (3) amend its organizational documents with respect to the matters set forth in this Exhibit A without the consent of Lender;

(ix) [Intentionally Omitted];

(x) it has at all times been and shall at all times remain solvent and has paid and shall pay its debts and liabilities (including, a fairly-allocated portion of any personnel and overhead expenses that it shares with any Affiliate) from its assets as the same shall become due, and has maintained and 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;

(xi) it has not failed and shall not fail to correct any known misunderstanding regarding the separate identity of such entity and has not identified and shall not identify itself as a division of any other Person;

(xii) it has maintained and shall maintain its bank accounts, books of account, books and records separate from those of any other Person and, to the extent that it is required to file tax returns under applicable law, has filed and shall file its own tax returns except to the extent that it is required by law to file consolidated tax returns and

has not filed and shall not file a consolidated federal income tax return with any other corporation, except to the extent that it is required by law to file consolidated tax returns;

(xiii) it has maintained and shall maintain its own records, books, resolutions and agreements;

(xiv) it has not commingled and shall not commingle its funds or assets with those of any other Person and has not participated and shall not participate in any cash management system with any other Person;

(xv) it has held and shall hold its assets in its own name;

(xvi) it has conducted and shall conduct its business in its name or in a name franchised or licensed to it by an entity other than an Affiliate of itself or of the Property Owner, except for business conducted on behalf of itself by another Person under a business management services agreement that is on commercially-reasonable terms, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Corporation;

(xvii) it (A) has maintained and shall maintain its financial statements, accounting records and other entity documents separate from those of any other Person; (B) has shown and shall show, in its financial statements, its asset and liabilities separate and apart from those of any other Person; and (C) has not permitted and shall not permit its assets to be listed as assets on the financial statement of any of its Affiliates except as required by GAAP; provided, however, that any such consolidated financial statement contains a note indicating that the Corporation's separate assets and credit are not available to pay the debts of the such Affiliate and that the Corporation's liabilities do not constitute obligations of the consolidated entity;

(xviii) it has paid and shall pay its own liabilities and expenses, including the salaries of its own employees, out of its own funds and assets, and has maintained and shall maintain a sufficient number of employees in light of its contemplated business operations;

(xix) it has observed and shall observe all corporate formalities;

(xx) it has not incurred and shall have no Indebtedness other than liabilities incurred in the ordinary course of business relating to the ownership of its interests in the Property Owner and the routine administration of the Corporation, in amounts not to exceed 2% of the amount of the Loan which liabilities are not more than sixty (60) days past the date incurred, are not evidenced by a note and are paid when due, and which amounts are normal and reasonable under the circumstances;

(xxi) it has not assumed, guaranteed or become obligated and shall not assume or guarantee or become obligated for the debts of any other Person, has not held out and shall not hold out its credit as being available to satisfy the obligations of any other Person or has not pledged and shall not pledge its assets for the benefit of any other Person, in each case except as permitted pursuant to the Loan Agreement;

(xxii) it has not acquired and shall not acquire obligations or securities of its partners, members or shareholders or any other owner or Affiliate;

(xxiii) it has allocated and shall allocate fairly and reasonably any overhead expenses that are shared with any of its Affiliates, constituents, or owners, or any guarantors of any of their respective obligations, or any Affiliate of any of the foregoing, including, but not limited to, paying for shared office space and for services performed by any employee of an Affiliate;

(xxiv) it has maintained and used and shall maintain and use separate stationery, invoices and checks bearing its name and not bearing the name of any other entity unless such entity is clearly designated as being the Corporation's agent;

(xxv) it has not pledged and shall not pledge its assets to or for the benefit of any other Person;

(xxvi) it has held itself out and identified itself and shall hold itself out and identify itself as a separate and distinct entity under its own name or in a name franchised or licensed to it by an entity other than an Affiliate of the Corporation and not as a division or part of any other Person;

(xxvii) it has maintained and shall maintain its assets in such a manner that it shall not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(xxviii) it has not made and shall not make loans to any Person and has not held and shall not hold evidence of indebtedness issued by any other Person or entity (other than cash and investment-grade securities issued by an entity that is not an Affiliate of or subject to common ownership with such entity);

(xxix) it has not identified and shall not identify its shareholders, or any Affiliate of any of them, as a division or part of it, and has not identified itself and shall not identify itself as a division of any other Person;

(xxx) other than capital contributions and distributions permitted under the terms of its organizational documents, has not entered into or been a party to, and shall not enter into or be a party to, any transaction with any of its shareholders or Affiliates except in the ordinary course of its business and on terms which are commercially reasonable terms comparable to those of an arm's-length transaction with an unrelated third party;

(xxxi) it has not had and shall not have any obligation to indemnify, and has not indemnified and shall not indemnify, its partners, officers, directors or members, as the case may be, in each case unless such an obligation or indemnification is fully subordinated to the Debt and shall not constitute a claim against it in the event that cash flow is insufficient to pay the Debt;

(xxxii) it has considered and shall consider the interests of its creditors in connection with all corporate actions;

(xxxiii) it has not had and shall not have any of its obligations guaranteed by any Affiliate except as provided by the Loan Documents;

(xxxiv) it has not formed, acquired or held and shall not form, acquire or hold any subsidiary, other than its interest in the Property Owner; and

(xxxv) it has complied and shall comply with all of the terms and provisions contained in its organizational documents;

(xxxvi) it has conducted and shall conduct its business so that each of the assumptions made about it and each of the facts stated about it in the Insolvency Opinion are true;

(xxxvii) it has not permitted and shall not permit any Affiliate or constituent party independent access to its bank accounts;

(xxxviii) it is, has always been and shall continue to be duly formed, validly existing, and in good standing in the state of its incorporation or formation and in all other jurisdictions where it is qualified to do business;

(xxxix) it has paid all taxes which it owes and is not currently involved in any dispute with any taxing authority;

(xl) it is not now, nor has ever been, party to any lawsuit, arbitration, summons, or legal proceeding that resulted in a judgment against it that has not been paid in full;

(xli) it has no judgments or Liens of any nature against it except for tax liens not yet due and the Permitted Encumbrances;

(xlii) it has provided Lender with complete financial statements that reflect a fair and accurate view of the entity's financial condition; and

(xliii) it has no material contingent or actual obligations not related to the Property Owner.

2. Defined Terms. For purposes of this Exhibit A, the following terms shall have the following meanings:

“Affiliate” shall mean, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director or officer of such Person or of an Affiliate of such Person.

"Debt" shall mean the outstanding principal amount set forth in, and evidenced by, the Loan Agreement and the note evidencing the Loan, together with all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loan.

"GAAP" shall mean generally accepted accounting principles in the United States of America as of the date of the applicable financial report.

"Indebtedness" of a Person, at a particular date, means the sum (without duplication) at such date of (a) all indebtedness or liability of such Person (including, without limitation, amounts for borrowed money and indebtedness in the form of mezzanine debt or preferred equity); (b) obligations evidenced by bonds, debentures, notes, or other similar instruments; (c) obligations for the deferred purchase price of property or services (including trade obligations); (d) obligations under letters of credit; (e) obligations under acceptance facilities; (f) all guaranties, endorsements (other than for collection or deposit in the ordinary course of business) and other contingent obligations to purchase, to provide funds for payment, to supply funds, to invest in any Person or entity, or otherwise to assure a creditor against loss; and (g) obligations secured by any liens, whether or not the obligations have been assumed (other than the Permitted Encumbrances (as defined in the Loan Agreement)).

"Lender" means JPMorgan Chase Bank, N.A.

"Loan" means that certain mortgage loan from Lender to the Property Owner in the original principal amount of up to \$13,250,000.00, which mortgage loan is secured by a first priority mortgage or deed of trust on the Property.

"Loan Agreement" means the Loan Agreement between Lender and the Property Owner pursuant to which Lender agreed to make the Loan to the Property Owner.

"Person" shall mean any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Property" means that certain real property and the improvements located thereon commonly known as Lakeside Plaza, located at 6301 NW 5th Way, Fort Lauderdale, FL 33309.

"Property Owner" means Lakeside 6301 LLC, a Florida limited liability company