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ARTICLES OF AMENDMENT

of

RESTATED ARTICLE OF INCORPORATION

of

LEWIS RENTAL PROPERTIES, INC.

PURSUANT TO THE PROVISIONS OF SECTION 607.1006, FLORIDA STATUTES,

THIS CORPORATION ADOPTS THE FOLLOWING ARTICLES OF AMENDMENT TO ITS ARTICLES OF INCORPORATION.

ARTICLE III: PURPOSE.

The Corporation's business and purpose shall consist solely of the following:

- (i) The Corporation's business and purpose shall consist solely of the ownership, operation and management of the real estate project known as South Congress Warehouses located in Boca Raton, Florida (the "Property"); and
- (ii) to engage in such other lawful activities permitted to corporations by the [General Corporation Laws] of the State of Florida as are incidental, necessary or appropriate to the foregoing.

ARTICLE XIII: LIMITATIONS.

(a) Notwithstanding any other provisions of these Articles and so long as any obligations secured by that certain Amended, Restated and Consolidated Mortgage dated May 1, 2008, in favor of Wells Fargo Bank National Association, as Lender (the "Mortgage") remain outstanding and not discharged in full, without the prior written consent of the holder of the Mortgage, the Corporation shall have no authority to:

- (i) borrow money or incur indebtedness on behalf of the Corporation other than normal trade accounts payable and lease obligations in the normal course of business, or grant consensual liens on the Corporation's property; except, however, that the Managing Member is hereby authorized to secure financing for the Corporation pursuant to the terms of the Mortgage and other indebtedness expressly permitted therein or in the documents related to the Mortgage, and to grant a mortgage, lien or liens on the Corporation's property to secure such Mortgage;
- (ii) dissolve or liquidate the Corporation;
- (iii) sell or lease, or otherwise dispose of all or substantially all of the assets of the

HO 8000115413

HO 8000115413

Corporation;

- (iv) amend, modify or alter Articles III, XIII, or XIV of these Articles; or
- (v) merge or consolidate with any other entity.

(b) Notwithstanding the foregoing and so long as any obligation secured by the Mortgage remains outstanding and not discharged in full, the Corporation shall have no authority to file a voluntary petition or otherwise initiate proceedings to have the Corporation adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Corporation, or file a petition seeking or consenting to reorganization or relief of the Corporation as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Corporation; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Corporation or of all or any substantial part of the properties and assets of the Corporation, or make any general assignment for the benefit of creditors of the Corporation, or admit in writing the inability of the Corporation to pay its debts generally as they become due or declare or effect a moratorium on the Corporation debt or take any action in furtherance of any action.

ARTICLE XIV: SEPARATENESS/OPERATIONS MATTERS.

The Corporation shall conform to the following:

- a. such entity was organized solely for the purpose of owning the Property;
- b. such entity has not and will not engage in any business unrelated to the ownership of the Property;
- c. such entity has not and will not have any assets other than the Property (and personal property incidental to the ownership and operation of the Property);
- d. such entity has not and will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale, or amendment of its articles of incorporation, articles of organization, certificate of formation, operating agreement or partnership agreement, as applicable;
- e. such entity, without the unanimous consent of all of its directors, general partners or members, as applicable, shall not file or consent to the filing of any bankruptcy or insolvency petition or otherwise institute insolvency proceedings;
- f. such entity has no indebtedness (and will have no indebtedness) other than (i) the Loan; and (ii) unsecured trade debt not to exceed 2% of the Loan amount in the aggregate, which is not evidenced by a note and is incurred in the ordinary course of its business in connection with owning, operating and maintaining the Property and is paid within 30 days from the date incurred;

HO 8000115413

HO 8000 115413

- g. such entity has not and will not fail to correct any known misunderstanding regarding the separate identity of such entity;
- h. such entity has maintained and will maintain its accounts, books and records separate from any other person or entity;
- i. such entity has maintained and will maintain its books, records, resolutions and agreements as official records;
- j. such entity (i) has not and will not commingle its funds or assets with those of any other entity; and (ii) has held and will hold its assets in its own name;
- k. such entity has conducted and will conduct its business in its own name;
- l. such entity has maintained and will maintain its accounting records and other entity documents separate from any other person or entity;
- m. such entity has prepared and will prepare separate tax returns and financial statements, or if part of a consolidated group, is shown as a separate member of such group;
- n. such entity has paid and will pay its own liabilities and expenses out of its own funds and assets;
- p. such entity has held and will hold regular meetings, as appropriate, to conduct its business and has observed and will observe all corporate, partnership or limited liability company formalities and record keeping, as applicable;
- p. such entity has not and will not assume or guarantee or become obligated for the debts of any other entity or hold out its credit as being available to satisfy the obligations of any other entity;
- q. such entity has not and will not acquire obligations or securities of its shareholders, partners or members, as applicable;
- r. such entity has allocated and will allocate fairly and reasonably the costs associated with common employees and any overhead for shared office space and such entity has used and will use separate stationery, invoices and checks;
- s. such entity has not and will not pledge its assets for the benefit of any other person or entity;
- t. such entity has held and identified itself and will hold itself out and identify itself as a separate and distinct entity under its own name and not as a division or part of any other person or entity;

HO 8000 115413

Ho 8000115413

- u. such entity has not made and will not make loans to any person or entity, except that Borrower shall be permitted to loan a portion of the Loan proceeds to Tim Lewis and Jeanette Lewis so long as any such loan is properly documented in Borrower's records
- v. such entity has not and will not identify its shareholders, partners or members, as applicable, or any affiliates of any of the foregoing, as a division or part of it;
- w. such entity has not entered into and will not enter into or be a party to, any transaction with its shareholders, partners or members, as applicable, or any affiliates of any of the foregoing, except in the ordinary course of its business pursuant to written agreements and on terms which are intrinsically fair and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party;
- x. if any such entity is a corporation, the directors of such entity shall consider the interests of the creditors of such entity in connection with all corporate action;
- y. such entity has paid and will pay the salaries of its own employees and has maintained and will maintain a sufficient number of employees in light of its contemplated business operations;
- z. such entity has maintained and will maintain adequate capital in light of its contemplated business operations;

IN WITNESS WHEREOF, the undersigned President of this Corporation
has executed and adopted these Articles of Amendment on April 28, 2008
The number of votes cast for the amendment by the shareholders was sufficient for
approval.



Timothy R. Lewis, President

Ho 8000115413