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Florida Department of State
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TALLAHASSEE, FLORIDA

BASIC AMENDMENT

THE FORTRESS - MIAMI CORPORATION

Certificate of Status	0
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AMEND
CEC 7-1
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**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF**

The Fortress-Miami Corporation
(present name)

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:

FIRST: Amendment(s) adopted: *(indicate article number(s) being amended, added or deleted)*

Article II- Nature of Business was deleted and the Article II set forth in Exhibit A hereto is substituted therefor.

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SECOND: 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, are as follows:

not applicable

THIRD: The date of each amendment's adoption: June 29, 1999

FOURTH: Adoption of Amendment(s) (CHECK ONE)

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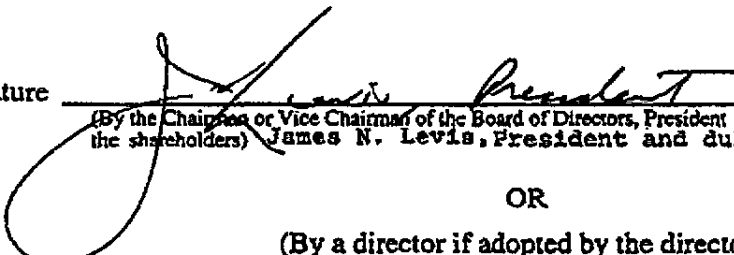
- ☒ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled 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.

Signed this 29th day of June, 19 99.

Signature


(By the Chairman or Vice Chairman of the Board of Directors, President or other officer if adopted by the shareholders) James N. Levis, President and duly authorized

OR

(By a director if adopted by the directors)

OR

(By an incorporator if adopted by the incorporators)

James N. Levis

Typed or printed name

President

Title

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**EXHIBIT A
TO
ARTICLES OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
THE FORTRESS-MIAMI CORPORATION**

Article II – Nature of Business

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

- (i) The acquisition, ownership, operation and management of the storage center located at 1629 NE 1st Avenue, Miami, Florida 33132 (the "Property"), pursuant to and in accordance with the Articles of Incorporation of the Corporation, as amended, (hereinafter, "the Articles of Incorporation"); and
- (ii) to engage in such other lawful activities permitted to corporations by the laws of the State of Florida as are incidental, necessary or appropriate to the foregoing.

Notwithstanding any other provision of the Articles and any provision of law that otherwise empowers the Corporation and so long as any obligations secured by a first priority mortgage, deed of trust or deed to secure debt incurred in connection with any financing of the Property (a "Security Instrument") remain outstanding and not discharged in full, the Corporation shall not, without the unanimous consent of the Board of Directors, do any of the following:

- (i) engage in any business or activity other than those set forth in this Article II;
- (ii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than obligations secured by the Security Instrument, except unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt shall not exceed at any one time two percent (2%) of the outstanding obligations secured by the Security Instrument;
- (iii) seek the dissolution or winding up, in whole or in part, of the Corporation;

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- (iv) cause the Corporation to merge into or consolidate with any person or entity or dissolve, 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;
- (v) 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 such action; or
- (vi) amend Article II of the Articles.

Notwithstanding any other provision of the Articles and any provision of law that otherwise empowers the Corporation and so long as a Security Instrument remains outstanding and not discharged in full, the Corporation shall be authorized and empowered, with the written consent of the holder of the Security Instrument, to guarantee the obligations of The Fortress-Boston Corporation and/or Fortress New York Holdings, Inc. and to execute and deliver one or more Guaranty Agreements and one or more Guaranty Mortgage and Security Agreements to secure such Guaranty Agreement(s).

In addition to the foregoing, so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the Corporation shall not without the written consent of the holder the Security Instrument, take any action set forth in items (i) through (iv) and item (vi).

The Corporation shall not:

- (a) acquire or own any material asset other than (i) the Property, and (ii) such incidental personal property as may be necessary for the ownership, operation and maintenance of the Property;
- (b) fail to 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, or without the prior written consent of the holder of the Security Instrument, amend, modify, terminate or fail to comply with the provisions of the Articles, or its By-Laws;

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- (c) own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of the holder of the Security Instrument;
- (d) commingle its assets with the assets of any of its principal(s), affiliates, or of any other person or entity;
- (e) fail to pay its debts and liabilities from its assets as the same shall become due;
- (f) fail to maintain its records, books of account and bank accounts separate and apart from those of the general partners, members, principals and affiliates of the Corporation, the affiliates of a general partner or member the Corporation and any other person or entity;
- (g) enter into any contract or agreement with any general partner, member, principal or affiliate of the Corporation or any guarantor of all or a portion of the obligations secured by the Security Instrument or any general partner, member, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any general partner, member, principal or affiliate of the Corporation, as the case may be, any guarantor or any general partner, member, principal or affiliate thereof;
- (h) fail to correct any known misunderstandings regarding the separate identity of the Corporation, except with respect to The Fortress Corporation d/b/a Fortress/FAE Worldwide;
- (i) hold itself out to be responsible (or pledge its assets as security) for the debts of another person;
- (j) make any loans or advances to any third party, including any general partner, member, principal or affiliate of the Corporation, or any general partner, member, principal or affiliate thereof;
- (k) fail to file its own or consolidated tax returns or to use separate stationary, invoices and checks indicating other than The Fortress-Miami Corporation or Fortress/FAE Worldwide;
- (l) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name, except with respect to The Fortress Corporation d/b/a Fortress/FAE Worldwide, in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the Corporation is responsible for the debts of any third party

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(including any general partner, member, principal or affiliate of the Corporation or any general partner, member, principal or affiliate thereof);

- (m) fail to allocate fairly and reasonably among the Corporation and any third party (including, without limitation, any guarantor) any overhead for shared office space;
- (n) fail to pay the salaries of its own employees and maintain a sufficient number of employees for its contemplated business operations;
- (o) 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; or
- (p) 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 the Corporation, (ii) any affiliate of a general partner of the Corporation, or (iii) any other person or entity, except with respect to The Fortress Corporation d/b/a Fortress/FAE Worldwide.

Notwithstanding any provision hereof to the contrary, any indemnification claim against the Corporation arising under the Articles, the By-Laws or the laws of the State of Florida shall be fully subordinate to any obligations of the Corporation arising under the Security Instrument or any other Loan Document (as defined therein), and shall only constitute a claim against the Corporation to the extent of, and shall be paid by the Corporation in monthly installments only from, the excess of net operating income of the Corporation for any month over all amounts then due under the Security Instrument and the other Loan Documents.

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