

PIS 000070765

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**COR AMND/RESTATE/CORRECT OR O/D RESIGN  
DIMENSION SEATTLE, INC.**

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**ARTICLES OF AMENDMENT  
TO THE ARTICLES OF INCORPORATION  
OF DIMENSION SEATTLE, INC.**

FILED  
2015 OCT -5 PM 3:34  
CLERK OF DISTRICT COURT  
JACKSONVILLE, FLORIDA

1. The name of the corporation is **DIMENSION SEATTLE, INC.** Its Articles of Incorporation were filed with the Florida Secretary of State on August 26, 2015.
2. The Document Number of the corporation is P15000070765.
3. Pursuant to Florida Statutes section 607.1006, the corporation adopts the following amendments to its Articles of Incorporation (the "Articles"). These amendments shall be effective on October 5, 2015.
4. Article IV of the Articles is hereby deleted in its entirety and replaced with the following:
  - (a) The only purposes of the corporation shall be to (1) acquire a fee simple interest in, own and hold for production of income, improve, operate, renovate, lease, and manage certain improved real property located at 225 Cedar Street, Seattle, Washington 98121, in the City of Seattle, Washington, more commonly known as Dimension by Alta, together with certain personal property located thereon or used in connection therewith (such real property and personal property together the "Property"), (2) sell, encumber, finance, pledge, and otherwise deal in and with the Property, (3) undertake any and all actions necessary or incidental to any of the foregoing activities, (4) take or cause to be taken all actions, and perform or cause to be performed all functions, necessary or appropriate to promote the business of the corporation and to realize and carry out its purposes, and (5) remit the entire amount of income from such property (less expenses, including debt service) to one or more organizations described in section 501(c)(25)(C) of the Internal Revenue Code of 1986, as amended (the "Code"), which are shareholders of the corporation. It is intended that the corporation will qualify at all times as an organization exempt from federal income taxation under sections 501(a) and 501(c)(25) of the Code; therefore, notwithstanding any other provision in these Articles, the corporation shall never be authorized to engage in any activity except in furtherance of the purposes for which the corporation is organized. Subject to Article XV hereof, the Company shall also be permitted to form a subsidiary or subsidiaries for purposes of engaging in all or any of the foregoing, which subsidiary or subsidiaries must be qualified within the meaning of section 501(c)(25)(E) of the Code. If the corporation elects to form a subsidiary or subsidiaries, then these Articles shall be interpreted in a manner such that the definitions in Article XIV and the other provisions of these Articles take into account that the subsidiary or subsidiaries will be so used and references to the "corporation" shall include the subsidiary or subsidiaries where appropriate, mutatis mutandis.

5. The following definitions and provisions are hereby added as Article XIV of the Articles:

"Lender" shall mean *Massachusetts Mutual Life Insurance Company*, a Massachusetts corporation, together with its successors and/or assigns.

"Loan" shall mean that certain loan made by Lender to the corporation in the original principal amount of \$72,000,000.00.

"Loan Agreement" shall mean that certain Loan Agreement, dated on or about October 8 or 9, 2015, by and between the corporation and the Lender.

"Loan Documents" shall have the meaning ascribed to such term in the Loan Agreement.

"Note" shall have the meaning ascribed to such term in the Loan Agreement.

Unless otherwise defined in these Articles, all capitalized terms used shall have the same meanings as provided in the Loan Agreement.

6. The following is hereby added to the Articles as Article XV:

a. Special Purpose Entity Requirements. During the term of the Loan, the corporation shall not:

(i) engage in any business or activity other than the acquisition, ownership, operation and maintenance of the Property, and activities incidental thereto;

(ii) acquire or own any material asset other than the Property and such incidental personal property as may be necessary for the operation of the Property;

(iii) merge into or consolidate with any Person 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, without in each case obtaining the prior written consent of Lender;

(iv) fail to preserve its existence as a corporation duly organized, validly existing and in good standing under the laws of Florida, or, without the prior written consent of Lender, which consent shall not be

unreasonably withheld, delayed or conditioned, terminate the provisions of the corporation's formation or entity management documents or amend such organizational documents in a manner which would result in a breach of any of the representations, warranties or covenants set forth in this Article XV or that would otherwise adversely affect the corporation's special purpose entity status;

(v) own any subsidiary or make any investment in or acquire the obligations or securities of any other Person without the prior written consent of Lender, which consent shall not be unreasonably withheld, delayed or conditioned;

(vi) commingle its assets with the assets of any of its shareholders, partners, members, Principals and Affiliates, or any shareholder, partner, member, principal or affiliate thereof, or of any other Person or transfer any assets to any such Person other than distributions on account of equity interests in the corporation permitted hereunder and properly accounted for;

(vii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Indebtedness, except as permitted under the Loan Agreement; provided that any such debt is satisfied when due and payable, subject to reasonable and customary rights to contest such obligations, and provided further that there is sufficient cash flow from the Property at such time to do so and the corporation's owners shall not be required to fund or advance any additional capital to satisfy such obligation;

(viii) except for a payment of the Indebtedness by a guarantor or indemnitor of the Loan, allow any Person to pay its debts and liabilities, or fail to pay its debts and liabilities solely from its own assets;

(ix) fail to maintain its books of account, bank accounts and material records separate and apart from those of its shareholders, partners, members, Principals and Affiliates, or any shareholder, partner, member, Principal or Affiliate thereof, and any other Person or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Property is actually owned by the corporation;

(x) enter into any contract or agreement with any of its shareholders, partners, members, Principals or Affiliates, 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;

(xi) fail to correct any known misunderstandings regarding the separate identity of the corporation;

(xii) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another Person or allow any Person to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of the corporation;

(xiii) make any loans or advances to any third party, including any of its shareholders, partners, members, Principals or Affiliates, or any shareholder, partner, member, Principal or Affiliate thereof;

(xiv) fail to use separate contracts, purchase orders, invoices and checks (other than such documents that bear the name of its Property Manager with reference to the Property);

(xv) fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name in order not: (A) to mislead others as to the entity with which such other party is transacting business; or (B) to suggest that the corporation is responsible for the debts of any third party (including any of its shareholders, partners, members, principals or Affiliates, or any shareholder, partner, member, principal or Affiliate thereof);

(xvi) allow any Person to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;

(xvii) 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, so long as there is sufficient cash flow from the Property at such time to do so and provided, however, that the corporation's constituent owners shall not be required to fund or advance any additional capital to satisfy this obligation;

(xviii) seek dissolution or winding up in whole, or in part;

(xix) file a voluntary petition or otherwise initiate proceedings to have the corporation or any Principal adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the corporation or any Principal, or file a petition seeking or consenting to reorganization or relief of the corporation or any Principal as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the corporation or Principal; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the corporation or any Principal or of all or any substantial part of the properties and assets of the corporation or any Principal, or make any general assignment for the benefit of creditors of the corporation or any Principal, or admit in writing the inability of the corporation or any Principal to pay its debts generally as they become due or declare or effect a moratorium on the corporation or any Principal debt or take any action in furtherance of any such action; or

(xx) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud its creditors or the creditors of any other Person.

7. The following is added to the Articles as Article XVI.

Notwithstanding any provision in the Articles to the contrary, in the event the corporation shall be permitted to or shall elect to form a subsidiary or subsidiaries of the corporation under the terms of the Articles, in no event shall the corporation take such action without the prior written consent of Lender, which consent may be given or withheld in its sole discretion.

8. Except to the extent that it would cause the corporation to fail to qualify as a title holding company within the meaning of section 501(c)(25) of the Code, the terms and conditions of these Articles of Amendment shall amend, supersede, replace, govern and control over any conflicting or inconsistent terms and conditions in the Articles, but except as modified in these Articles of Amendment, all other terms and conditions of the Articles shall remain unmodified and in full force and effect and were hereby ratified and reaffirmed by the shareholders in adopting these Articles of Amendment.

9. These amendments to the Articles were approved by the sole shareholder of the corporation and the number of votes cast in favor of the amendments was sufficient for approval.

10/5/2015 3:30:25 PM From: To: 8506176380( 7/7 )

IN WITNESS WHEREOF, the undersigned has executed these amendments on behalf of the corporation and caused them to be filed on the day and year first above written.

Print Name: Thomas P. Kelly

Title: Vice President