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7000 WAREHOUSE INVESTMENT, INC.

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ARTICLES OF INCORPORATION

OF

7000 WAREHOUSE INVESTMENT, INC.

The undersigned incorporator, for the purpose of forming a corporation for profit under the Florida Business Corporation Act, hereby adopts the following Articles of Incorporation:

ARTICLE I

Name

The name of the corporation is: 7000 WAREHOUSE INVESTMENT, INC.

ARTICLE II

Existence

The corporation's existence shall commence upon the filing of these Articles of Incorporation.

ARTICLE III

Purpose

The corporation is organized for the purpose of transacting any and all lawful business for which corporations may be formed under the Florida Business Corporation Act, and all amendments and supplements thereto, or any law enacted to take the place thereof (collectively, the "Act").

Prepared by:
Robert A. Chavos, Esq.
Florida Bar No. 283525
Gutter Chaves Josepher Rubin Forman Fleisher Miller P.A.
2101 Corporate Blvd., Suite 107
Boca Raton, FL 33431
561-998-7847

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ARTICLE IV Limitations

The corporation shall not, so long as all or any portion of that certain loan (the "Loan") made by RAIT Partnership, L.P. (together with its successors and/or assigns, "Lender") to 7000 Warehouse, LLC ("LLC") is outstanding, amend, alter, change or repeal this Article IV without the unanimous written consent of Lender, and, if required by Lender, a Rating Agency Confirmation (as defined in that certain Loan Agreement to be made by and between the LLC and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement")). All capitalized terms not otherwise defined in this Article IV shall have the same meaning as set forth in the Loan Agreement.

Notwithstanding any other provision of these Articles and any provision of law that otherwise so empowers the corporation, so long as any portion of the Loan remains outstanding, the corporation shall not, without the unanimous consent of its directors and shareholders, do any of the following:

- (i) engage in any business or activity other than in connection with the acquisition, ownership, management, sale of a membership interest in LLC, and activities incidental thereto;
- (ii) acquire or own any assets other than a membership interest in LLC or assets incidental thereto;
- (iii) merge into or consolidate with any Person, or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;
- (iv) fail to observe all organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the applicable Legal Requirements of the jurisdiction of its organization or formation, or amend, modify, terminate or fail to comply with the provisions of its organizational documents;
- (v) own any subsidiary or make any investment in, any Person except as provided in this Article IV;
- (vi) commingle its funds or assets with the funds or assets of any other Person;
- (vii) incur any Indebtedness, secured or unsecured, direct or contingent (including guaranteeing any obligation);
- (viii) fail to maintain all of its books, records, financial statements and bank accounts separate from those of any other Person (including, without limitation, any Affiliates). The corporation's assets have not and will not be listed as assets on the financial statement of any other

Person; provided, however, that the corporation's assets may be included in a consolidated financial statement of its Affiliates provided that (A) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of the corporation and such Affiliates and to indicate that the corporation's assets and credit are not available to satisfy the debts and other obligations of such Affiliates or any other Person and (B) such assets shall be listed on the corporation's own separate balance sheet. The corporation will maintain its books, records, resolutions and agreements as official records;

(ix) enter into any contract or agreement with any member or Affiliate, except upon terms and conditions that are commercially reasonable and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties;

(x) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other; or

(xi) assume or guaranty the debts of any other Person, hold itself out to be responsible for the debts of any other Person, or otherwise pledge its assets to secure the obligations of any other Person or hold out its credit as being available to satisfy the obligations of any other Person;

(xii) make any loans or advances to any Person;

(xiii) fail to file its own tax returns (unless prohibited by applicable Legal Requirements from doing so);

(xiv) fail to (A) hold itself out to the public and identify itself, in each case, as a legal entity separate and distinct from any other Person and not as a division or part of any other Person, (B) conduct its business solely in its own name, (C) hold its assets in its own name or (D) correct any known misunderstanding regarding its separate identity;

(xv) 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 (to the extent there exists sufficient cash flow to do so);

(xvi) without the prior unanimous written consent of all of its directors and shareholders and the prior written consent of Lender, (A) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any Creditors Rights Laws, (B) seek or consent to the appointment of a receiver, liquidator or any similar official, (C) take any action that might cause such entity to become insolvent, or (D) make an assignment for the benefit of creditors;

(xvii) fail to allocate shared expenses (including, without limitation, shared office space) or fail to use separate stationery, invoices and checks;

(xviii) fail to pay its own liabilities (including, without limitation, salaries of its own employees) from its own funds or fail to maintain a sufficient number of employees in light of its contemplated business operations (in each case to the extent there exists sufficient cash flow to do so);

(xiv) acquire obligations or securities of its shareholders or other Affiliates, as applicable; or

(xx) identify its shareholders or other Affiliates, as applicable, as a division or part of it.

The corporation shall comply with all other provisions set forth in Article 5 of the Loan Agreement applicable to it.

ARTICLE IV

Authorized Capital

The corporation is authorized to issue 1,000 shares of voting common stock, with a par value of \$1.00 per share.

ARTICLE V

Address

The address of the principal office of the corporation is 801 W. 41st Street, Suite 600, Miami Beach, Florida 33140 and its mailing address 801 W. 41st Street, Suite 600, Miami Beach, Florida 33140.

ARTICLE VI

Registered Office and Agent

The street address of the corporation's initial registered office is c/o Terra Nova Corporation 801 W. 41st Street, Suite 600, Miami Beach, Florida 33140. The name of the initial registered agent at such office is Dana Devendorf.

ARTICLE VII

Indemnification

To the fullest extent authorized or permitted by the Act, the corporation shall indemnify, and advance expenses to, any person made, or threatened to be made, a party to any action, suit or proceeding by reason of the fact that he or she is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation. Unless otherwise expressly prohibited by the Act, and except as otherwise provided in the foregoing sentence, the Board of Directors of the corporation shall have the sole and exclusive discretion, on

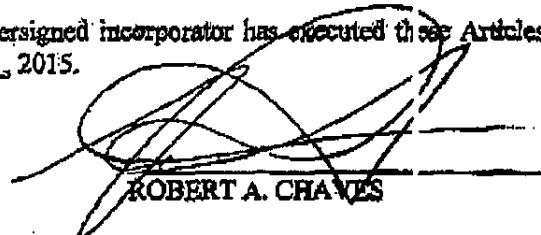
such terms and conditions as it shall determine, to indemnify, or advance expenses to, any person made, or threatened to be made, a party to any action, suit, or proceeding by reason of the fact that he or she is or was an employee or agent of the corporation, or is or was serving at the request of the corporation as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Except for any person who is or was a director or officer of the corporation, or any person who is or was serving at the request of the corporation as a director or officer of another corporation, no employee or agent of the corporation may apply to any court for indemnification, or advancement of expenses, by the corporation.

ARTICLE VIII Incorporator

The name and address of the incorporator of the corporation is Robert A. Chaves, Gutter Chaves Josepher Rubin Ferman Fleisher Miller P.A., 2101 Corporate Blvd., Suite 117, Boca Raton, Florida 33431.

-oOo-

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on October 16, 2015.


ROBERT A. CHAVES

ACCEPTANCE OF APPOINTMENT

AS

REGISTERED AGENT

I hereby accept the appointment as registered agent contained in the foregoing Articles of Incorporation and state that I am familiar with, and accept, the obligations set forth in Sections 48.091(2) and 607.0505 of the Florida Statutes.


DANA DEVENDORF

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