

P15000085613

Division of Corporations

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7000 WAREHOUSE INVESTMENT, INC.**

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October 23, 2015

FLORIDA DEPARTMENT OF STATE
Division of Corporations

7000 WAREHOUSE INVESTMENT, INC.
801 W 41ST ST STE 3=600
MIAMI BEACH, FL 33140

SUBJECT: 7000 WAREHOUSE INVESTMENT, INC.
REF: P15000085613

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The date of adoption of each amendment must be included in the document.

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Annette Ramsey
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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA 32314

P.O. BOX 6327 - Tallahassee, Florida 32314

H15000253606

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
7000 WAREHOUSE INVESTMENT, INC.

FILED
OCT 26 AM 9:47
CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

1. The Articles of Incorporation of 7000 Warehouse Investment Inc., Document Number P15000085613, were filed on October 16, 2015, no further amendment has been made to that document.

2. Article I of the Articles of Incorporation of 7000 Warehouse Investment, Inc. is hereby amended as follows:

**"ARTICLE III.
Purpose**

The corporation is organized for the purpose of acting as a member of LLC (as defined below) and 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")."

3. Article IV of the Articles of Incorporation of 7000 Warehouse Investment, Inc. is hereby amended as follows:

**"ARTICLE IV
Limitations**

The corporation shall not, so long as all or any portion of that certain loan (the "Loan") made or to be made by RAIT Partnership, L.P., a Delaware limited partnership (together with its successors and/or assigns, "Lender") to 7000 Warehouse, LLC, a Florida limited liability company ("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 entered into by and between LLC and Lender and dated of even date with the closing of the Loan (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 ownership 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 incorporation, 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;

(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);

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

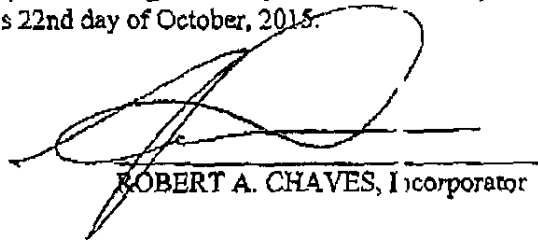
(xx) identify its shareholders or other Affiliates, as applicable, as a division or part of it.

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

4. The corporation has not yet issued shares; therefore, the undersigned Incorporator hereby adopts this amendment.

5. The foregoing amendment was adopted by the Board of Directors of this Corporation on October 22, 2015, without shareholder action, and shareholder action was not required.

IN WITNESS WHEREOF, the undersigned Incorporator of this Corporation has executed these Articles of Amendment this 22nd day of October, 2015.



ROBERT A. CHAVES, Incorporator