

# P18000048030

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(Requestor's Name)

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(City/State/Zip/Phone #)

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2018 JUN 15 PM 1:19

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

C. GOLDEN

JUN 19 2018

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: 1840 R. R. HOLDINGS, INC.

DOCUMENT NUMBER: P18000048030

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Michael Niederst

Name of Contact Person

1840 R. R. HOLDINGS, INC.

Firm/ Company

151 Southhall Lane, Suite 150

Address

Maitland, Florida 32751

City/ State and Zip Code

mniederst@nmresidential.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Michael Niederst

at ( 407 )

901-8800 x 24

Name of Contact Person

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

☒ \$35 Filing Fee

☐ \$43.75 Filing Fee &  
Certificate of Status

☐ \$43.75 Filing Fee &  
Certified Copy  
(Additional copy is  
enclosed)

☐ \$52.50 Filing Fee  
Certificate of Status  
Certified Copy  
(Additional Copy  
is enclosed)

**Mailing Address**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301



**KOHRMAN JACKSON KRANTZ**

**Amanda D. Lauer | Associate**

Direct: 216.736.7231 | adl@kjk.com

One Cleveland Center | 1375 East Ninth Street  
29th Floor | Cleveland, Ohio 44114-1793

Main: 216.696.8700 | Toll-free: 888.696.8700 | Fax: 216.621.6536

**VIA FED-EX**

June 14, 2018

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**Re: Amendment to Articles of Incorporation for 1840 R. R. Holdings, Inc.**

Dear Florida SOS Office:

Enclosed please find a Cover Letter and Additional Provisions to Articles of Incorporation of 1840 R. R. Holdings, Inc. for filing with the Florida Secretary of State. Also enclosed is a check for the \$35.00 filing fee. (Note, the check also includes the \$90 fee in connection with requests for certified copies, which are also included in this Fed-Ex packet.) Please provide our office with confirmation of the filing.

Please call me if there are any issues or questions.

Sincerely,

A handwritten signature in black ink that reads "Amanda D. Lauer".

Amanda D. Lauer, Esq.

Encl.

Articles of Amendment  
to  
Articles of Incorporation  
of

FILED

2010 JUN 15 PM 1:20

1840 R. R. HOLDINGS, INC.

(Name of Corporation as currently filed with the Florida Dept. of State)

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

P18000048030

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

**A. If amending name, enter the new name of the corporation:**

*The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."*

**B. Enter new principal office address, if applicable:**

(Principal office address MUST BE A STREET ADDRESS)

**C. Enter new mailing address, if applicable:**

(Mailing address MAY BE A POST OFFICE BOX)

**D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent

(Florida street address)

New Registered Office Address:

(City)

, Florida

(Zip Code)

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.*

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
4) <input type="checkbox"/> Change	_____	_____	_____
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<input type="checkbox"/> Remove			_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____

**E. If amending or adding additional Articles, enter change(s) here:**

*(Attach additional sheets, if necessary). (Be specific)*

Please see attached - Additional Provisions to Articles of Incorporation of 1840 R. R. Holdings, Inc.

**F. 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:**

*(if not applicable, indicate N/A)*

**ADDITIONAL PROVISIONS TO**  
**ARTICLES OF INCORPORATION**  
**OF**  
**1840 R. R. HOLDINGS, INC.**

1840 R.R. Holdings, Inc. (the "Company") hereby amends its Articles of Incorporation filed with the Florida Secretary of State on May 24, 2018 as P18000048030 (the "Articles") by restating and/or adding the following articles:

**ARTICLE III:** Article III of the Articles shall be amended to read as follows: "The purpose for which this corporation is organized is: To act as the sole member and manager of 1840 Rinehart Road, LLC, a Florida limited liability company, and to engage in any lawful business associated therewith".

**ARTICLE VIII:** All capitalized terms used and not defined herein or in Exhibit A attached hereto shall have the meaning set forth in the that certain loan agreement (the "Loan Agreement") between Argentia Real Estate Investment LLC (the "Lender") and 1840 Rinehart Road, LLC (the "Borrower") and dated as of June \_\_, 2018.

**ARTICLE IX:** Notwithstanding anything to the contrary set forth herein or in any other organizational document(s) of the Company, (i) the Company shall at all times be a Special Purpose Bankruptcy Remote Entity in compliance with both Exhibit A attached hereto and the Loan Documents, and (ii) Exhibit A shall not be modified or amended without the prior written consent of Lender.

**ARTICLE X:** So long as the Debt is outstanding, Company shall have one (1) Independent Director and shall all times comply with the terms and conditions of the Loan Documents. No Independent Director may be removed or replaced without Cause (as defined in Exhibit A attached hereto) and unless the Company provides Lender with not less than three (3) Business Days' prior written notice of (a) any proposed removal of an Independent Director, together with a statement as to the reasons for such removal, and (b) the identity of the proposed replacement Independent Director, together with a certification that such replacement satisfies the requirements set forth in the Loan Agreement for an Independent Director.

## **Exhibit A**

### **Special Purpose Bankruptcy Remote Entity Requirements**

The Company shall at all times be, and the directors of the Company shall at all times cause the Company to be, a Special Purpose Bankruptcy Remote Entity, and the Company at all times since its formation and at all times thereafter:

(i) was and will be organized solely for the purpose of acting as the managing member of the Borrower;

(ii) has not engaged and will not engage in any business unrelated to acting as a member of the Borrower;

(iii) has not had and will not have any assets other than those related to its member interest in the Borrower;

(iv) has not engaged, sought or consented to and will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale (except as expressly permitted by the Loan Agreement), transfer of partnership or membership interests or the like, or amendment of its articles of incorporation or bylaws;

(v) has and will have at least one (1) Independent Director, and has not caused or allowed and will not cause or allow its board of directors to take any action requiring the unanimous affirmative vote of one hundred percent (100%) of the members of its board of directors unless all of the directors and the Independent Director shall have participated in such vote;

(vi) has not, and without the unanimous consent of all of its directors (including the Independent Director), will not, with respect to itself, the Borrower or to any other entity in which it has a direct or indirect legal or beneficial ownership interest (A) file a bankruptcy, insolvency or reorganization petition or otherwise institute insolvency proceedings or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally, (B) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for such entity or for all or any portion of such entity's properties, (C) make any assignment for the benefit of such entity's creditors or (D) take any action that might cause such entity to become insolvent;

(vii) has remained and intends to remain solvent and has maintained and intends to maintain adequate capital in light of its contemplated business operations;

(viii) has not failed and will not fail to correct any known misunderstanding regarding the separate identity of such entity;

(ix) has maintained and will maintain its accounts, books and records separate from any other Person and will file its own tax returns;



(x) has maintained and will maintain its books, records, resolutions and agreements as official records;

(xi) has not commingled and will not commingle its funds or assets with those of any other Person;

(xii) has held and will hold its assets in its own name;

(xiii) has conducted and will conduct its business in its name;

(xiv) has maintained and will maintain its financial statements, accounting records and other entity documents separate from any other Person;

(xv) has paid and will pay its own liabilities, including the salaries of its own employees, out of its own funds and assets;

(xvi) has observed and will observe all corporate formalities;

(xvii) has maintained and will maintain an arm's-length relationship with its Affiliates;

(xviii) has and will have no indebtedness other than unsecured trade payables in the ordinary course of business relating to acting as a member of the Borrower which (1) do not exceed, at any time, \$10,000 and (2) are paid within thirty (30) days of the date incurred;

(xix) has not and will not assume or guarantee or become obligated for the debts of any other Person or hold out its credit as being available to satisfy the obligations of any other Person except for the Loan;

(xx) has not and will not acquire obligations or securities of its partners, members or shareholders;

(xxi) has allocated and will allocate fairly and reasonably shared expenses, including shared office space, and uses separate stationery, invoices and checks;

(xxii) except in connection with the Loan, has not pledged and will not pledge its assets for the benefit of any other Person;

(xxiii) has held itself out 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;

(xxiv) has maintained and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(xxv) has not made and will not make loans to any Person;

(xxvi) has not identified and will not identify its partners, members or shareholders, or any Affiliate of any of them, as a division or part of it;

(xxvii) has not entered into or been a party to, and will not enter into or be a party to, any transaction with its partners, members, shareholders or Affiliates except in the ordinary course of its business 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;

(xxviii) has and will have no obligation to indemnify its partners, officers, directors, members or Special Members (if applicable), as the case may be, or has such an obligation that is fully subordinated to the Debt and will not constitute a claim against it if cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation;

(xxix) will consider the interests of its creditors in connection with all corporate actions; and

(xxx) will cause Borrower to at all time comply with the terms, conditions and requirements of the Loan Documents.

#### Definitions:

**"Affiliate"** means, as to any Person, any other Person (i) which directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such Person; or (ii) which, directly or indirectly, beneficially owns or holds ten percent (10%) or more of any class of stock or any other ownership interest in such Person; or (iii) ten percent (10%) or more of the direct or indirect ownership of which is beneficially owned or held by such Person; or (iv) is the spouse, issue or parent of such Person, or which is a trust or estate, the beneficial owners of which are the spouse, issue or parent of such Person; or (v) which directly or indirectly is a general partner, controlling shareholder, managing member, officer, director, trustee or employee of such Person.

**"Cause"** shall mean, with respect to an Independent Director, (i) acts or omissions by such Independent Director that constitute willful disregard of, or gross negligence with respect to such Independent Director's duties, (ii) such Independent Director has engaged in or has been charged with or has been indicted or convicted for any crime or crimes of fraud or other acts constituting a crime under any law applicable to such Independent Director, (iii) such Independent Director has breached its fiduciary duties of loyalty and care as and to the extent of such duties in accordance with the terms of Borrower's the Company's organizational documents, (iv) there is a material increase in the fees charged by such Independent Director or a material change to such Independent Director's terms of service, (v) such Independent Director is unable to perform his or her duties as Independent Director due to death, disability or incapacity, or (vi) such Person no longer meets the criteria provided in the definition of Independent Director under the Loan Agreement.

**Control** means, with respect to any Person, either (i) ownership directly or indirectly of forty-nine percent (49%) or more of all equity interests in such Person or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such

Person, through the ownership of voting securities, by contract or otherwise, and the terms Controlled, Controlling and Common Control shall have correlative meanings.

**"Independent Director"** means a natural person selected by the Company (a) with prior experience as an independent director, independent manager or independent member, (b) with at least three (3) years of employment experience, (c) who is provided by a Nationally Recognized Service Company (defined below), (d) who is duly appointed as an Independent Director and is not, will not be while serving as Independent Director, and shall not have been at any time during the preceding five (5) years, any of the following:

- (i) a stockholder, director (other than as an Independent Director), officer, employee, partner, attorney or counsel of the Company, Borrower, any Affiliate of Borrower or any direct or indirect parent of Borrower;
- (ii) a customer, supplier or other Person who derives any of its purchases or revenues from its activities with the Company, Borrower or any Affiliate of Borrower;
- (iii) a Person or other entity Controlling or under Common Control with any such stockholder, partner, customer, supplier or other Person; or
- (iv) a member of the immediate family of any such stockholder, director, officer, employee, partner, customer, supplier or other Person.

A natural person who otherwise satisfies the foregoing definition and satisfies subparagraph (i) by reason of being the Independent Director or Independent Manager of a "special purpose entity" affiliated with Borrower or the Company shall be qualified to serve as an Independent Director of the Company, provided that the fees that such individual earns from serving as Independent Director or Independent Manager of affiliates of Borrower or the Company in any given year constitute in the aggregate less than five percent (5%) of such individual's annual income for that year. A natural person who satisfies the foregoing definition other than clause (ii) shall not be disqualified from serving as an Independent Director of the Company if such individual is an independent director, independent manager or special manager provided by a Nationally Recognized Service Company that provides professional independent directors, independent managers and special managers and also provides other corporate services in the ordinary course of its business.

**"Nationally Recognized Service Company"** means any of CT Corporation, Corporation Service Company, National Registered Agents, Inc., National Corporate Research, Ltd., Wilmington Trust Company or such other nationally recognized company that provides independent director, independent manager or independent member services and that is reasonably satisfactory to Lender, in each case that is not an Affiliate of the Company or Borrower and that provides professional independent directors and other corporate services in the ordinary course of its business.

Lender shall be an intended third-party beneficiary of the terms, conditions and requirements of this Exhibit A.

June 12, 2018

The date of each amendment(s) adoption: \_\_\_\_\_, if other than the date this document was signed.

Effective date if applicable: \_\_\_\_\_  
(no more than 90 days after amendment file date)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**Adoption of Amendment(s) (CHECK ONE)**

☐ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders 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.

June 12, 2018

Dated \_\_\_\_\_

Signature \_\_\_\_\_

(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Michael D. Niederst

\_\_\_\_\_  
(Typed or printed name of person signing)

President and Authorized Signatory

\_\_\_\_\_  
(Title of person signing)