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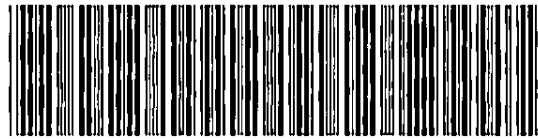
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ALBRITTON

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

SRA/CCD, INC.

- ___ Art of Inc. File _____
- ___ LTD Partnership File _____
- ___ Foreign Corp. File _____
- ___ L.C. File _____
- ___ Fictitious Name File _____
- ___ Trade/Service Mark _____
- ___ Merger File _____
- ___ Art. of Amend. File _____
- ___ RA Resignation _____
- ___ Dissolution / Withdrawal _____
- ___ Annual Report / Reinstatement _____
- ___ Cert. Copy _____
- ___ Photo Copy _____
- ___ Certificate of Good Standing _____
- ___ Certificate of Status _____
- ___ Certificate of Fictitious Name _____
- ___ Corp Record Search _____
- ___ Officer Search _____
- ___ Fictitious Search _____
- ___ Fictitious Owner Search _____
- ___ Vehicle Search _____
- ___ Driving Record _____
- ___ UCC 1 or 3 File _____
- ___ UCC 11 Search _____
- ___ UCC 11 Retrieval _____
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ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
SRA/CCD, Inc.

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(Document Number P97000102723)

Pursuant to the provisions of section 607.1006, Florida Statutes, SRA/CCD, Inc., a Florida corporation, hereby adopts the following articles of amendment to its Articles of Incorporation filed on December 5, 1997 (the "Articles"):

FIRST: Article II of the Articles shall be deleted in its entirety and in its place shall be inserted the following:

ARTICLE II
PURPOSE:

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

(a) To acquire a general partnership interest in and act as the general partner of SRA/CCD, Ltd., a Florida limited partnership ("SRA/CCD"), and SRA/Copans Commerce Depot Limited Partnership, a Florida limited partnership (the "**Partnership**"), which is engaged solely in the ownership, operation and management of the real estate project known as Copans Commerce Depot located in Pompano Beach, Broward County, Florida (the "**Property**"), pursuant to and in accordance with these Articles and the Partnership's Partnership Agreement;

(b) To cause the Partnership to enter into and perform its obligations under a loan ("**Loan**") from **Barclays Capital Real Estate Inc.** ("**Lender**") entered into pursuant to a Loan Agreement ("**Loan Agreement**") by and between the Partnership and Lender. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement; and

(c) To engage in such other lawful activities permitted to corporations of the State of Florida as are incidental, necessary or appropriate to the foregoing.

The Corporation hereby expressly acknowledges that Lender is an intended third-party beneficiary of the "special purpose" provisions set forth herein.

SECOND: New Articles XII, XIII, and XIV shall be added to the Articles to read as follows:

ARTICLE XII
LIMITATIONS

Notwithstanding any other provision of these 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 its Board of Directors, do any of the following:

(i) engage in any business or activity other than the ownership of its equity interest in SRA/CCD, the Partnership, and activities incidental thereto; or cause or allow the Partnership to engage in any business activity unrelated to acquisition, development, ownership, operation, leasing, managing and maintenance of the Property;

(ii) incur any debt secured or unsecured, direct or contingent (including guaranteeing any obligation);

(iii) cause or allow the Partnership to own any real property other than the Property;

(iv) cause or allow the Partnership to own any material assets other than (i) the Property, and (ii) such incidental Personal Property as may be necessary for the operation of the Property;

(v) engage in, seek, consent to or permit (i) any dissolution, winding up, liquidation, consolidation, or merger of the Corporation or the Partnership; or (ii) any sale or other transfer of all or substantially all of the assets of the Corporation or the Partnership or any sale of such assets outside the ordinary course of business, except as permitted by the Loan Documents;

(vi) (i) file or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding, institute any proceedings under any applicable insolvency law or otherwise seek relief under any laws relating to the relief from debts or the protection of debtors generally, file a bankruptcy or insolvency petition or otherwise institute insolvency proceedings; (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Corporation or the Partnership or a substantial portion of its property; (iii) make an assignment for the benefit of the creditors of the Corporation or the Partnership; or (iv) take any action in furtherance of any of the foregoing;

(vii) cause, consent to or permit any amendment of these Articles, the Partnership's Partnership Agreement or other formation document or organizational document (as applicable) with respect to the matters set forth in Articles II, XII, XIII, and XIV hereof;

(viii) cause or allow the Partnership to incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Debt, except for trade payables in the ordinary course of its business of owning and operating the Property, provided that such debt (i) is not evidenced by a note, (ii) is paid within sixty (60) days of the date incurred, (iii) does not exceed, in the aggregate, two percent (2%) of the outstanding principal balance of the Note and (iv) is payable to trade creditors and in amounts as are normal and reasonable under the circumstances;

(ix) withdraw as a general partner of the Partnership or transfer any of its general partnership interest; or

(x) acquire or own any material asset other than (i) its general partnership interests in the Partnership and SRA/CCD, and (ii) such incidental personal property as may be necessary for the ownership of such general partnership interests.

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 of the Security Instrument, take any action set forth in items (i) through (v) and items (vii) through (x).

ARTICLE XIII SEPARATENESS/OPERATIONS MATTERS

Notwithstanding any provision hereof to the contrary, the Corporation has not since the date of its formation and shall not:

(a) engage in any business or activity other than the ownership of its equity interests in the Partnership and SRA/CCD, and activities incidental thereto;

(b) acquire or own any material asset other than its equity interests in the Partnership and SRA/CCD;

(c) merge into or consolidate with any Person or, to the fullest extent permitted by law, 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;

(d) (i) fail to observe its organizational formalities or 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, and qualification to do business in the State where the Property is located, if applicable, or (ii) without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of the Corporation's organizational documents;

(e) other than the Corporation's equity ownership interest in the Partnership, own any subsidiary or make any investment in, any Person without the prior written consent of Lender;

(f) commingle its assets with the assets of any of its shareholders, Affiliates, principals or of any other Person, participate in a cash management system with any other Person or fail to use its own separate stationery, telephone number, invoices and checks;

(g) incur any debt secured or unsecured, direct or contingent (including guaranteeing any obligations);

(h) to the extent the Property produces sufficient revenue, become insolvent and fail to pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;

(i) (i) fail to maintain its records (including financial statements), books of account and bank accounts separate and apart from those of the partners, principals and Affiliates of the Partnership or of the Corporation, the Affiliates of a partner or principal of the Partnership or of the Corporation, and any other Person, (ii) permit its assets or liabilities to be listed as assets or liabilities on the financial statement of any other Person or (iii) include the assets or liabilities of any other Person on its financial statements; provided, however, that its assets may be included in a consolidated financial statement of its Affiliates, provided that any such consolidated financial statement shall contain a note indicating that its separate assets and liabilities are neither available to pay the debts of the consolidated entity nor constitute obligations of the consolidated entity;

(j) enter into any contract or agreement with any partner, principal or Affiliate of the Partnership or of the Corporation, Guarantor or Sponsor or any member, partner, principal or Affiliate thereof (other than a business management services agreement with an Affiliate of the Partnership, provided that (i) such agreement is acceptable to Lender, (ii) the manager, or equivalent thereof, under such agreement holds itself out as an agent of the Partnership and (iii) the agreement meets the standards set forth in this subsection (j) following this parenthetical), except upon terms and conditions that are commercially reasonable, intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any partner, principal or Affiliate of the Partnership or of the Corporation, Guarantor or Sponsor or any member, partner, principal or Affiliate thereof;

(k) to the fullest extent permitted by law, seek the dissolution or winding up in whole, or in part, of the Partnership or of the Corporation;

(l) fail to correct any known misunderstandings regarding the separate identity of the Partnership, or of the Corporation, or any member, partner, principal or Affiliate thereof or any other Person;

(m) guarantee or become obligated for the debts of any other Person or hold itself out to be responsible for the debts of another Person other than with respect to the Loan;

(n) make any loans or advances to any third party, including any partner, principal or Affiliate of the Partnership or of the Corporation, as the case may be, or any member, partner, principal or Affiliate thereof, and shall not acquire obligations or securities of any partner, principal or Affiliate of the Partnership or the Corporation, or any member, partner, or Affiliate thereof;

(o) fail to file its own tax returns or be included on the tax returns of any other Person except as required by Applicable Law;

(p) 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 or a name franchised or licensed to it by an entity other than an Affiliate of the Partnership or of the Corporation, and not as a division or part of any other entity 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 Partnership or the Corporation is

responsible for the debts of any third party (including any partner, principal or Affiliate of the Partnership, or of the Corporation, or any member, partner, principal or Affiliate thereof);

(q) to the extent the Property produces sufficient revenue, 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;

(r) share any common logo with or hold itself out as or be considered as a department or division of (i) any partner, principal or Affiliate of the Partnership or of the Corporation, (ii) any Affiliate of a partner or principal of the Partnership or of the Corporation, or (iii) any other Person;

(s) fail to allocate fairly and reasonably any overhead expenses that are shared with an Affiliate, including paying for office space and services performed by any employee of an Affiliate;

(t) pledge its assets for the benefit of any other Person;

(u) fail to maintain a sufficient number of employees in light of its contemplated business operations;

(v) fail to hold its assets in its own name;

(w) fail to consider the interests of its creditors in connection with all corporate actions to the extent permitted by Applicable Law; or

(x) have any of its obligations guaranteed by an Affiliate except Guarantor or Sponsor in connection with the Loan.

ARTICLE XIV SUBORDINATION OF INDEMNIFICATION PROVISIONS

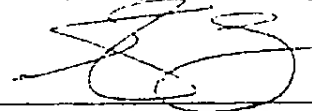
Notwithstanding any provision hereof to the contrary, any indemnification claim against the Corporation arising under the Corporation's Bylaws, these Articles or the laws of the state of organization of the Corporation shall be fully subordinate to any obligations of the Corporation arising under the Security Instrument or any other Loan Document, 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 Corporation's pro rata share in distributions by the Partnership of the excess of net operating income of the Partnership for any month over all amounts then due under the Security Instrument and the other Loan Documents.

THIRD: The date of adoption of each of the amendments contained herein was June 21, 2021.

FOURTH: The amendments were adopted by the shareholders. The number of votes cast for the amendments by the shareholders were sufficient for approval.

Dated June 24, 2021

SRA/CCD, INC., a Florida corporation

By: 
Name: Clifford M. Stein
Title: President