

# A98000000964

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## LIMITED PARTNERSHIP AMENDMENT

BMS DAVIE, LTD.

Certificate of Status	0
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BMS DAVIE, LTD.  
AMENDED AND RESTATED  
CERTIFICATE OF LIMITED PARTNERSHIP

Pursuant to the provisions of section 620.109, Florida Statutes, this Florida limited partnership, whose certificate was filed with Florida Department of State on April 17, 1998, adopts the following certificate Amended and Restated Certificate of Limited Partnership.

1. The name of the Limited Partnership is PUBLIC STORAGE DAVIE, LTD.
2. The office of the Limited Partnership is 701 Western Avenue, Glendale, California 91201 and the name and address of the agent for service of process is Miami Center Registered Agents, LLC, 201 S. Biscayne Boulevard, Suite 1700, Miami, Florida 33131.

3. The name and business address of the General Partner is:

PS Davie, Inc.  
701 Western Avenue  
Glendale, California 91201

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4. The mailing address of the Limited Partnership is:

701 Western Avenue  
Glendale, California 91201

5. The latest date upon which the Limited Partnership is to dissolve is April 17, 2048.

6. The purpose of the Limited Partnership shall be to shall be to solely engage in the ownership, operation and management of the real estate project presently known as Public Storage Mini Storage located in Davie, Florida (the "Property"), pursuant to and in accordance with the Certificate of Limited Partnership and the Agreement of Limited Partnership of the Partnership, and to engage in such other lawful activities permitted to limited partnerships by the laws of the State of Florida as are incidental, necessary or appropriate to the foregoing.

7. Notwithstanding any other provisions of this Certificate of Limited Partnership and any provision of law that otherwise so empowers the Limited Partnership, and so long as any obligations secured by the Property pursuant to an Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of May 31, 2001 and recorded among the Land Records of Broward County, Florida on June 7, 2001, in Book 31686 at Page 1662 as Instrument No. 101085225 (the "Mortgage") remain outstanding and not paid in full, the Limited Partnership shall not, without the unanimous consent of Partners, do any of the following:

(a) Engage in any business or activity other than those set forth in paragraph 6 or activity other than as set forth in its Agreement of Limited Partnership; or

(b) Incur any indebtedness or assume or guaranty any indebtedness of any other entity, other than the Mortgage and indebtedness permitted therein and normal trade accounts payable in the ordinary course of business; or

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- (c) Dissolve or liquidate, in whole or in part; or
- (d) Consolidate or merge with or into any other entity or convey or transfer or lease its property and assets substantially as an entirety to any entity; or
- (e) Institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against it, or file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Limited Partnership or a substantial part of property of the Limited Partnership, or make any assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take partnership action in furtherance of any such action; or
- (f) Amend, alter or modify paragraphs 6, 7 and 8 of the Certificate of Limited Partnership or approve an amendment of Sections 1.04 or 2.01 or Articles XIII or XIV of the Agreement of Limited Partnership of the Limited Partnership; or
- (g) In addition to the foregoing, so long as any obligation secured by the Mortgage remains outstanding and not discharged in full, the Limited Partnership shall not, without the written consent of the holder of the Mortgage, take any action set forth in items (a) through (d) and (f) through (g).

8. The Limited Partnership shall:

- (a) Maintain books and records and bank accounts separate from those of any other person;
- (b) Maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (c) Hold regular partner meetings, as appropriate, to conduct the business of the limited partnership, and observe all other limited partnership formalities;
- (d) Hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (e) Prepare separate tax returns and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group; provided that, so long as the Limited Partnership is wholly-owned, directly or indirectly, by Public Storage, Inc., a California corporation ("PSI"), PSI may, consistent with governing tax reporting requirements, report the income, asset and other items of the Limited Partnership directly in PSI's tax return;
- (f) Allocate and charge fairly and reasonably any common employee or overhead shared with affiliates;
- (g) Transact all business with affiliates on an arm's-length basis and pursuant to enforceable agreements;


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- (h) Conduct business in its own name, and use separate stationery, invoices and checks;
- (i) Not commingle its assets or funds with those of any other person; and
- (j) Not assume, guarantee or pay the debts or obligations of any other person.

9. This Amended and Restated Certificate was authorized by all the partners of the Limited Partnership.

24 IN WITNESS WHEREOF, the parties have executed this Certificate as of November 24, 2004.

PS DAVIE, INC., a Florida corporation, its general partner

By:   
 Name: John S. Baumann  
 Title: SENIOR VICE PRESIDENT

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**AFFIDAVIT OF CAPITAL CONTRIBUTIONS**

The undersigned JOAN. S. BANNAN SENIOR VICE PRESIDENT  
of PS DAVIE, INC., a Florida corporation, constituting the sole General Partner of PUBLIC  
STORAGE DAVIE, LTD., does hereby certify that the amount of capital contributions to date of  
the Limited Partners is \$1,000.

Signed this 24 day of November 2004.

FURTHER AFFIANT SAYETH NOT.

Under penalties of perjury I declare that I have read the foregoing and that the facts  
alleged are true, to the best of my knowledge and belief.

**GENERAL PARTNER:**

**PS DAVIE, INC.**

By: [Signature]  
Name: JOAN S. BANNAN  
Title: SENIOR VICE PRESIDENT

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**ACCEPTANCE BY REGISTERED AGENT**

HAVING BEEN NAMED TO ACCEPT THE SERVICE OF PROCESS FOR THE ABOVE-STATED LIMITED PARTNERSHIP, AT THE PLACE DESIGNATED IN ARTICLE 2 OF THIS CERTIFICATE OF LIMITED PARTNERSHIP. THE UNDERSIGNED LIMITED LIABILITY COMPANY HEREBY AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE DISCHARGE OF ITS DUTIES.

DATED THIS 24<sup>th</sup> DAY OF NOVEMBER 2004.

**MIAMI CENTER REGISTERED AGENTS, LLC**

By: *Dale S. Bergman*  
Dale S. Bergman, Authorized Representative

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