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JOHN S. KENNELLY
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March 27, 1997

Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

RE: *enclosed Amendment to Agreement and Certificate of Limited Partnership*
Space Plus Self-Storage Limited Partnership No. 1

Dear Sirs,

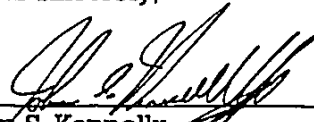
Please find enclosed and accept for filing the following documents:

- ▶ *Amendment to Agreement and Certificate of Limited Partnership*

Please provide a certified copy of the amendment to me at the address listed above. Please find enclosed check number 8617 in the amount of \$105.00 as payment for such filing.

If you have any questions or comments, please do not hesitate to contact me.

Yours sincerely,


John S. Kennelly

A18671

Name	<i>CE421</i>
Availability	<i>CE</i>
Document Examiner	<i>CE</i>
Updater	<i>CE</i>
Updater Verifier	<i>CE</i>
Acknowledgment	<i>CE</i>
W. P. Verifier	<i>CE</i>

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-04/18/97--01053--002
****105.00 ****105.00

SPACE PLUS SELF-STORAGE LIMITED PARTNERSHIP NO. 1,
a Florida Limited Partnership
(Document No. A18671)
AMENDMENT TO AMENDED AND RESTATED CERTIFICATE
AND AGREEMENT OF LIMITED PARTNERSHIP
Filed on December 27, 1984

Pursuant to Chapter 620 Florida Statutes, the undersigned, desiring to amend the Amended and Restated Certificate and Agreement of Limited Partnership (*hereinafter referred to as the "Certificate of Limited Partnership"*) of Space Plus Self-Storage Limited Partnership No.1 (*hereinafter referred to as the "Partnership"*), do hereby swear and affirm as follows:

1. Notwithstanding that document dated December 20, 1990, entered into among MARVIN CHANEY, CONNIE L. CHANEY, and JOHN B. KENNELLY, entitled "AGREEMENT", and attached to the "AMENDMENT TO AMENDED AND RESTATED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP" of the Partnership, filed January 11, 1991 at 3:58pm in the office of the Secretary of State, Tallahassee, Florida (*hereinafter referred to as the "Superseded Agreement"*); the parties thereto, all of the General and Limited Partners of the Partnership, and JOHN S. KENNELLY, referred to in the Superseded Agreement as "JOHN KENNELLY, JR.", have all agreed that: JOHN S. KENNELLY has, effective December 20, 1990 assigned all of his right, title and interest as a General Partner and as a Limited Partner to JOHN B. KENNELLY, and JOHN S. KENNELLY has retired as a General Partner of the Partnership and has retired as a Limited Partner of the Partnership.
2. MARVIN T. CHANEY, CONNIE L. CHANEY and JOHN B. KENNELLY as Remaining General Partners, by execution of this Agreement, have accepted and consented to the retirement of JOHN S. KENNELLY as a General Partner and a Limited Partner of the Partnership, and the assignment of all of his right, title and interest in the Partnership to JOHN B. KENNELLY.
3. MARVIN T. CHANEY and CONNIE L. CHANEY, by execution of this Amendment, have waived any right which they may have had as General Partners of the Partnership to purchase the Limited Partnership interests assigned to JOHN B. KENNELLY.
4. MARVIN T. CHANEY and CONNIE L. CHANEY, by execution of this Amendment, have waived any right which they may have had as General Partners or Limited Partners of the Partnership to object to the foregoing assignment.
5. The document attached hereto as "Exhibit A" titled "ASSIGNMENT" dated June 27, 1989, did transfer to THEODORE K. FRIEDT and GLENN H. FRIEDT, JR., each as to a 50% undivided interest, all interest as a Limited Partner in the Partnership held by DOUGLAS F. LONG, pursuant to that "AMENDED AND RESTATED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP of FLORIDA ATTIC LIMITED PARTNERSHIP NO.1", filed October 17, 1986 at 2:21pm in the office of the Secretary of State, Tallahassee, Florida.

6. By virtue of the "AMENDMENT TO AMENDED AND RESTATED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP" of the Partnership, filed January 11, 1991 at 3:58pm in the office of the Secretary of State, Tallahassee, Florida, THEODORE K. FRIEDT and GLENN H. FRIEDT, JR. did in turn transfer and assign to MARVIN T. CHANEY, CONNIE L. CHANEY and JOHN B. KENNELLY all of their right title and interest as Limited Partners in the Partnership.

7. The names and addresses of the General Partners of the Partnership are as follows:

Marvin T. Chaney	Connie L. Chaney	John B. Kennelly
3033 Spanish River Road	3033 Spanish River Road	333 Key Palm Road
Boca Raton, FL 33432	Boca Raton, FL 33432	Boca Raton, FL 33432

8. The General Partnership interests in the Partnership are owned as follows:

Marvin T. Chaney	45.45%
Marvin T. Chaney and Connie L. Chaney <i>as tenants by the entireties</i>	4.55%
John B. Kennelly	50.00%
	=====
Total	100.00%

9. The names and addresses of the Limited Partners of the Partnership are as follows:

Marvin T. Chaney	Connie L. Chaney	John B. Kennelly
3033 Spanish River Road	3033 Spanish River Road	333 Key Palm Road
Boca Raton, FL 33432	Boca Raton, FL 33432	Boca Raton, FL 33432

10. The Limited Partnership interests in the Partnership are owned as follows:

Marvin T. Chaney and Connie L. Chaney <i>as tenants by the entireties</i>	50.00
John B. Kennelly	50.00%
	=====
Total	100.00%

IN WITNESS WHEREOF, the undersigned have signed this Amendment to Amended and Restated Certificate of Limited Partnership of Space Plus Self-Storage Limited partnership No. 1, effective this 12 day of June, 1996.

Gracie Whitson

Margaret M. Martin

Loni Parry

Margaret M. Martin

Gracie Whitson

Margaret M. Martin

Gracie Whitson

Margaret M. Martin

MARVIN T. CHANEY
as General Partner and
Limited Partner

CONNIE L. CHANEY
as General Partner and
Limited Partner

JOHN B. KENNELLY
as General Partner and
Limited Partner

JOHN S. KENNELLY
as Retired General Partner and Retired
Limited Partner

STATE OF FLORIDA }
 } SS:
COUNTY OF BROWARD }

THE FOREGOING INSTRUMENT was acknowledged before me this 27 day of March 1997, by MARVIN T. CHANEY, who is (or are) personally known to me or who has produced _____ as identification and who did take an oath.

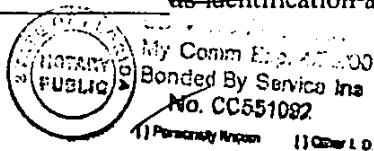


EDWARD FLAXMAN
My Comm Exp. 4/28/00
Bonded By Service Ins
No. CC551092
☒ Personally Known ☐ Other I.D.

Edward Flaxman
NOTARY PUBLIC

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

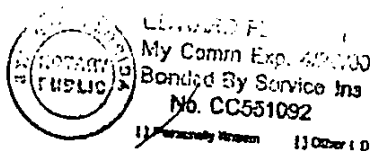
THE FOREGOING INSTRUMENT was acknowledged before me this 27 day of June 1997, by CONNIE L. CHANEY, who is (or are) personally known to me or who has produced as identification and who did take an oath.



Edward J. [Signature]
NOTARY PUBLIC

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

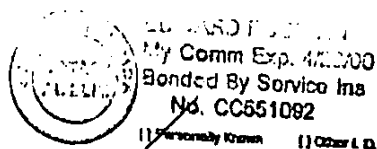
THE FOREGOING INSTRUMENT was acknowledged before me this 27 day of March 1997, by JOHN B. KENNELLY, who is (or are) personally known to me or who has produced as identification and who did take an oath.



Edward J. [Signature]
NOTARY PUBLIC

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

THE FOREGOING INSTRUMENT was acknowledged before me this 27 day of March 1997, by JOHN S. KENNELLY, who is (or are) personally known to me or who has produced as identification and who did take an oath.



Edward J. [Signature]
NOTARY PUBLIC

This Instrument was Prepared By:
Michael M. McFall, Esquire
DYKEMA GOSSETT
790 East Broward Boulevard
Suite 400
Fort Lauderdale, Florida 33301

ASSIGNMENT

Know All Men By These Presents, That DOUGLAS F. LONG (hereinafter called "Assignor"), in consideration of the sum of Ten and No/100 Dollars and other valuable considerations to him in hand paid by GLENN H. FRIEDT, Jr. and THEODORE K. FRIEDT, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer, and set over unto the said GLENN H. FRIEDT, Jr. and THEODORE K. FRIEDT, each as to a 50% undivided interest (hereinafter called "Assignee"), their heirs and assigns, forever, the following, to-wit:

All interest in the "Friedt Entitles, as defined in letter agreement of April 26, 1989, a copy of which is attached hereto as Exhibit "A", including but not limited to any and all interest of Assignor in and to the following:

LBTS PARTNERSHIP, LTD.
BBW INTERNATIONAL, INC.
SPACE PLUS SELF-STORAGE LIMITED PARTNERSHIP NO. 1
SPACE PLUS SELF-STORAGE LIMITED PARTNERSHIP NO. 2
COCS, LTD. PARTNERSHIP
LAUDERDALE YACHT BASIN, INC., including all rights with respect to pending or future development in property now known as "LAUDERDALE YACHT BASIN".

To Have and to Hold the same unto the said Assignee, their heirs and assigns forever.

In Witness Whereof, the said Assignor has hereunto set his hand and seal this 27th day of ~~May~~ JUNE, A.D., 1989.

Signed, sealed and delivered
in the presence of:

Douglas F. Long

GLENN H. FRIEDT, JR.
THEODORE K. FRIEDT
THE FRIEDT GROUP
4950 North Dixie Highway
Fort Lauderdale, Florida 33334

April 26, 1989

Mr. Douglas F. Long
The Friedt Group
4950 North Dixie Highway
Fort Lauderdale, Florida 33334

Dear Doug:

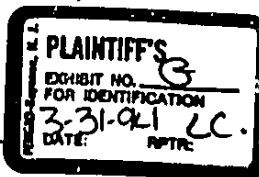
This letter will confirm the understandings that we have reached with you concerning your withdrawal as an owner, manager and employee of any of the entities listed in paragraph (3) of this letter, all or any of which will be referred to in this letter as the "Friedt Entities".

(1) Office

You will have the right to maintain your office at the Space Plus I offices through May 1, 1989. During this period, you will receive customary office support, including typing, copying, telephone and supplies, except that any long distance charges in excess of \$100 for the period April 1 to May 1, 1989 will be reimbursed by you.

(2) Compensation; Benefits

Your present compensation, benefits and expense reimbursement arrangements with the Friedt Entities have terminated, effective February 28, 1989, subject to the provisions for "Consulting" contained in paragraph (3) hereof. The Friedt Entities, however, have paid to you within the last week \$3,000 in satisfaction of any compensation claims you may have against them. Existing health and medical benefits will be continued by the Friedt Entities for you and your dependents through April 30, 1989 and thereafter if and to the extent and in the manner required by applicable federal or state law.



(3) Consulting

You will be available, at our request and at reasonable times, until February 28, 1990, to consult with either or both of us, or any of the Friedt Entities designated by us, in person, or by telephone if not in the Broward County area with respect to any matters with which you were involved or had responsibilities during your association with us or any of the Friedt Entities. In consideration of your commitment as described in the preceding sentence, we will cause the Friedt Entities, or such of them as we may select, to pay you by the end of each month by mail to your personal address an aggregate of \$3,000 per month for 12 successive months, including the March 1989 payment already received by you.

(4) Transfer of Interests

You will assign or convey to us, or to our designees, at closing, without consideration except as otherwise stated in paragraph (4) with respect to Mega Mini Co., Ltd. ("Mega Mini"), all of your ownership interests in any corporations, partnerships or other entities comprising the Friedt Entities, including the following:

LBTS Partnership, Ltd.
BBW International, Inc.
Space Plus Self-Storage Limited
Partnership No. 1
Space Plus Self-Storage Limited
Partnership No. 2
COCS, Ltd. Partnership
Mega Mini Co., Ltd.

You recognize that the aggregate value of all of these entities other than Mega Mini, taking into account their current operating losses and capital deficits, is a substantial negative and that your interests were acquired without payment by you because of your association at the time with the Friedt Entities.

(5) Mega Mini: Congress Avenue Property

Glenn H. Friedt, Jr. ("Glenn") and you are equal tenants in common of land in Boynton Beach, Florida, consisting of 4.4 acres ("Congress Property") immediately west of Mega Mini and acquired primarily to protect Mega Mini's access to Congress Avenue. Glenn and you will convey to Mega Mini, at closing, the most northerly 150 feet of the Congress Property

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which will result in a credit to Glenn's capital/receivable account in Mega Mini of \$369,000 (45,000 square feet X \$8.20). At closing, Glenn will convey to you his remaining interest in the Congress Property in exchange for your assignment to him of your entire interest as a general or limited partner in Mega Mini subject to the provision contained below. Neither you nor Glenn will assume any liability of the other except that you will assume and agree to pay the \$575,000 principal balance on the existing mortgage held by Barnett Bank on the Congress Property. Interest and other amounts due on the Mortgage shall be prorated as of the date of closing. You will use your best efforts to procure a complete release of Glenn from any liability on such mortgage, or the underlying note, or pursuant to any guaranty or other commitment made by him related to such Mortgage or Note. Should you be unable to procure Glenn's release by closing, the above conveyance will be held in escrow by the firm of Dykema Gossett until such time as Glenn has been released and discharged from the Barnett Mortgage and Note relating to the Congress Property. Upon delivery of such releases to Glenn, Dykema Gossett will record the conveyance in the appropriate public records.

(6) Indemnification

You have incurred personal liability as a general partner or guarantor of the indebtedness of certain of the Friedt Entities. We will indemnify and hold you (and your wife, if required) harmless from and against any such liability except the \$575,000 Mortgage held by Barnett Bank related to the Congress Property.

(7) Release: Indemnification

You hereby release and discharge each of us and each of the Friedt Entities (and any of their partners, shareholders, directors or employees) from any claims, demands or causes of action of any kind that you may have or could assert against us or either of us or them, or any of them, as a partner, shareholder or employee of any of the Friedt Entities or that are attributable to any relationship, association or contractual or other arrangement that you may have had with any of the Friedt Entities or with either or both of us other than as set forth in this letter.

We, in turn, will indemnify and hold you harmless from and against any claims, demands or causes of action of any kind that may or could be asserted against you by us or by or on behalf of any of the Friedt Entities attributable to any relationship, association or arrangement described in the

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preceding paragraph, including any action or inaction on your part as a shareholder, partner or employee of any of the Friedt Entities. We will also use our best efforts to cause the Friedt Entities to release and discharge you from the claims, demands or causes of action described in this paragraph and paragraph (5), and we will be relieved from our indemnification obligations hereunder if and to the extent we are successful in doing so.

(8) Documentation


You agree to execute any documents required by us, or any of the Friedt Entities, to confirm or effectuate any of your undertakings or commitments set forth in this letter and we agree to execute any documents required by you to confirm or affect any of the understandings or commitments set forth in this letter.

(9) Closing

The closing of the transactions described in this letter will occur at our offices at a time agreeable to you and us on or before ~~April 30~~ ^{May 30}, 1989. All documents required for closing will be prepared by our legal counsel and submitted for review by your legal counsel prior to closing. All transfers or other taxes and other closing costs will be assumed by us.

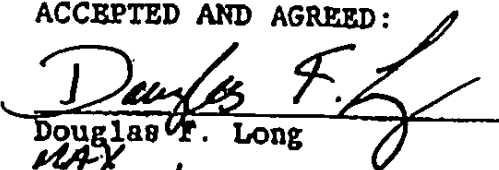
If this letter conforms to your understanding, please sign and return the enclosed copy.

Sincerely,


Glenn H. Friedt, Jr.


Theodore K. Friedt

ACCEPTED AND AGREED:


Douglas F. Long

MAX
April 1, 1989