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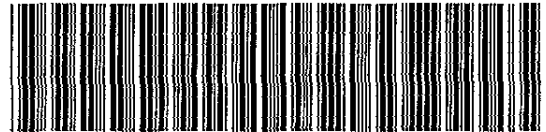
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

July 23, 2003

VIA OVERNIGHT MAIL

Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

RE: Royal Palm Storage, Inc./Royal Palm Storage Limited Partnership

Dear Sir/Madam:

In connection with the two above-referenced matters, enclosed herewith is an **original** Amended and Restated Articles of Incorporation of Royal Palm Storage, Inc. as well an **original** Amended Certificate of Limited Partnership of Royal Palm Storage Limited Partnership, to be filed with your office. **Also enclosed is a check in the amount of \$87.50** to cover the following filing fees: \$35.00 for the Amended Articles and \$52.50 for the Amended Certificate of Limited Partnership.

Please file the originals, stamp the enclosed copies as filed and return the stamped copies to our office in the postage pre-paid envelope enclosed.

If you have any questions, please call me at your convenience.

Sincerely,

BARITZ & COLMAN LLP


Nancy B. Colman

Enclosures

**AMENDED CERTIFICATE OF LIMITED PARTNERSHIP
OF
ROYAL PALM STORAGE LIMITED PARTNERSHIP**

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TALLAHASSEE, FL

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This Amended Certificate of Limited Partnership of Royal Palm Storage Limited Partnership (the "Partnership") hereby amends the Certificate of Limited Partnership filed with the Secretary of State of Florida on November 3, 1999 (the "Certificate"). This Amended certificate has been approved, confirmed, ratified and authorized by the general partner of the Partnership.

The following paragraph shall be added to the Certificate:

"5. Notwithstanding anything contained in the Partnership Agreement of the Partnership or this Certificate to the contrary, the following provisions shall govern:

Bank of America, N.A. ("Lender") is making a loan to the Partnership in the amount of \$6,500,000.00 (the "Loan"). Until the Loan to Lender is paid in full, the Partnership has not and will not:

(i) engage in any business or activity other than the ownership, operation and maintenance of the Property, and activities incidental thereto;

(ii) acquire or own any assets other than (A) the Property, and (B) such incidental personal property as may be necessary for the operation of the Property;

(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 under the laws of the State of Florida, 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;

(vi) commingle its assets with the assets of any other Person;

(vii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) the Debt, (B) trade and operational indebtedness incurred in the ordinary course of business with trade creditors, provided such indebtedness is (1) unsecured, (2) not evidenced by a note, (3) on commercially reasonable terms and conditions, and (4) due not more

than sixty (60) days past the date incurred and paid on or prior to such date, and/or (C) financing leases and purchase money indebtedness incurred in the ordinary course of business relating to Personal Property on commercially reasonable terms and conditions; provided however, the aggregate amount of the indebtedness described in (B) and (C) shall not exceed at any time three percent (3%) of the initial principal amount of the Note;

(viii) fail to maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person; except that the corporation's financial position, assets, liabilities, net worth and operating results may be included in the consolidated financial statements of an Affiliate, provided that such consolidated financial statements contain a footnote indicating that the corporation is a separate legal entity and that it maintains separate books and records;

(ix) enter into any contract or agreement with any general partner, member, shareholder, principal, guarantor of the obligations of the Partnership, or any Affiliate of the foregoing, except upon terms and conditions that are intrinsically fair, 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 Person;

(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 for the benefit 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 or files a consolidated federal income tax return with any Person (unless prohibited or required, as the case may be, by applicable Legal Requirements);

(xiv) 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 fail to 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 (this provision is not intended to create an obligation on the part of the partners of the Partnership to make loans, equity infusions or capital contributions to the Partnership);

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(xvi) without the unanimous written consent of all of its partners, (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 and services performed by an employee of an Affiliate) among the Persons sharing such expenses and to use separate stationery, invoices and checks;

(xviii) fail to remain solvent or pay its own liabilities (including, without limitation, salaries of its own employees) only from its own funds (this provision is not intended to create an obligation on the part of the partners of the Partnership to make loans, equity infusions or capital contributions to the Partnership);

(xix) acquire obligations or securities of its shareholders or other affiliates;

(xx) violate or cause to be violated the assumptions made with respect to the Partnership and its principals in any opinion letter pertaining to substantive consolidation delivered to Lender in connection with the Loan; or

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

All capitalized terms contained in this paragraph shall have the meanings ascribed to them in the Loan Agreement executed by the Partnership and Lender."

All other provisions of the Certificate shall remain in full force as effect except as may have been previously modified.

Dated this 21st day of July, 2003.

Royal Palm Storage, Inc., sole general
partner of Royal Palm Storage Limited
Partnership

By: 
Martin Pechter, President

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TALLAHASSEE, FLORIDA