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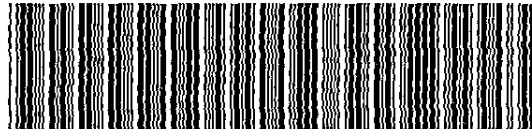
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032
REFERENCE : 835519 109203A
AUTHORIZATION *Spivey*
COST LIMIT : \$55.00

FILED
2006 JAN 26 AM 9:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : January 26, 2006
ORDER TIME : 3:54 PM
ORDER NO. : 835519-005
CUSTOMER NO: 109203A

DOMESTIC AMENDMENT FILING

NAME: H & H LLC

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Cindy Harris -- EXT# 2937

EXAMINER'S INITIALS: _____

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
H & H LLC

FILED
2006 JAN 26 AM 9:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FIRST: The Articles of Organization for H & H LLC were filed on October 17, 2003 and assigned document number L03000039799.

SECOND: The following amendment(s) to the articles of organization was/were adopted by the limited liability company and approved by its members:

The following provision shall be added to and shall be a part of the Articles of Organization:

ARTICLE V-OTHER MATTERS

SPECIAL PURPOSE ENTITY IDENTIFICATION

A. Limited Purposes. H & H LLC (the "Company") shall be operated solely for the purpose of being the special entity component and the Managing Member of Storage Express I, LLC, a Florida limited liability company, and Storage Express II, LLC, a Florida limited liability company. Storage Express I, LLC and Storage Express II, LLC (collectively the "Borrower") will borrow money (the "Loan") from Bank of America, N.A. and/or other lenders (collectively, the "Lenders"), and for so long as the Loan is outstanding the Company shall at all times be limited to: **serving as the Managing Member of the Borrower**; entering into and performing its Obligations under the Loan Documents; and to engage in any lawful act or activity and to exercise any powers permitted to limited liability companies organized under the laws of the State of Florida that are related or incidental to and necessary, convenient or advisable for the accomplishment of the above-mentioned purposes.

B. Certain Actions Requiring Unanimous Vote. The unanimous vote of the members is required in order for the Company to take any of the following actions:

1. Filing a petition or consent to a petition seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation or other relief on behalf of the Company **or the Borrower** or their debts under any federal or state law relating to bankruptcy.
2. Seeking or consenting to the appointment of a receiver, liquidator, assignee, trustee, sequestration, custodian or any similar official for the Company **or the Borrower** or a substantial portion of or their properties.
3. Making any assignment for the benefit of the Company's creditors.
4. Taking any action **or cause the Borrower to take any action** in furtherance of any of the foregoing.

C. Separateness Provisions. The Company shall *not*:

1. Merge into or consolidate with any other entity, 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;
2. Fail to observe all organizational formalities, or fail to preserve its existence as a limited liability company duly organized, validly existing and in good standing (if applicable) under the applicable laws of Florida or amend, modify, terminate or fail to comply with the provisions of its organizational documents;
3. Own any subsidiary, or make any investment in any other entity;
4. Commingle its assets with the assets of any other entity;
5. Incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) the Loan, (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/or (C) financing leases and purchase money indebtedness incurred in the ordinary course of business relating to personal property at the 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 outstanding principal amount of the Loan;
6. 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 entity; except that Company'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 statement contains a footnote indicating that the Company is a separate legal entity and that it maintains separate books and records;
7. Enter into any contract or agreement with any member, manager or guarantor of the obligations of the Company, 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;
8. 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 another entity;
9. Assume or guaranty the debts of any other entity, hold itself out to be responsible for the debts of any other entity, or otherwise pledge its assets for the benefit of any other entity or hold out its credit as being available to satisfy the obligations of any other entity;
10. Make any loans or advances to any entity;

11. Fail to file its own tax returns or files a consolidated federal income tax return with any entity (unless prohibited or required, as the case may be, by applicable law);
12. Fail either to hold itself out to the public as a legal entity *separate and distinct* from any other entity or to conduct its business solely in its own name or fail to correct any known misunderstanding regarding its separate indemnity;
13. 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;
14. Fail to allocate shared expenses (including, without limitation, shared office space and services performed by an employee of an affiliate) among the entities sharing such expenses and to use separate stationery, invoices and checks;
15. Fail to remain solvent or pay its own liabilities (including, without limitation, salaries of its own employees) from its own funds; or
16. Acquire obligations or securities of its members, managers or other affiliates.

(C) **Subordination of Indemnification Obligations.** The Company's obligation if any, to indemnify its members or managers shall be fully subordinated to the Loan and the Loan documents and must not constitute a claim against it in the event that cash flow in excess of amounts necessary to pay holders of the loan is insufficient to pay such obligations.

(E) **Limitation on Indebtedness.** The Company's ability to incur indebtedness (secured or unsecured, direct or contingent, including guaranteeing any obligation) other than the loan is limited to (A) 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/or (B) financing leases and purchase money indebtedness incurred in the ordinary course of business relating to personal property at the subject mortgaged Property on commercially reasonable terms and conditions; provided however, the aggregate amount of the indebtedness described in (A) and (B) shall not exceed at any time three percent (3%) of the outstanding principal amount of the Loan.

(F) **Prohibition on Amendment of Organizational Documents.** The Company shall (i) observe all organizational formalities, (ii) preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of Florida, (iii) comply with and not terminate its organizational documents and (iv) not amend the provisions specified in paragraphs a-e above without the consent of Lender.

(G) **Special Purpose Entity Member.** Upon the Company's dissociation or withdrawal as a member of the Borrower or the bankruptcy, insolvency or liquidation of the Company, the Company shall cause the Borrower to (1) appoint a new special purpose bankruptcy remote entity satisfying the Lender's requirements (a "SPE") to serve as member, (2) if an opinion letter pertaining to such matters was required at closing of the Loan, deliver an acceptable non-consolidation opinion to the holder of the Loan and to any applicable rating agency concerning, as applicable, the Borrower, the

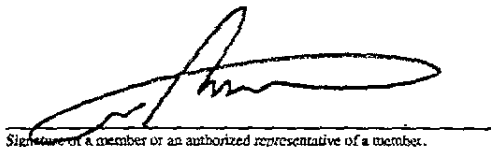
new SPE member, and its owners, and (3) obtain confirmation from the applicable rating agencies that the change in the SPE member will not result in a qualification, withdrawal or downgrade of any securities rating. The Company's members shall consider the interests of creditors in connection with any action subject to the vote of its members, notwithstanding that the Company may not then be insolvent. If there is a death, dissolution or other termination event of one or more members and at least one member remains, the Company shall continue its existence (and not dissolve) for so long as a solvent Member exists. The unanimous consent of all members shall be required for the Company to perform any of the acts set forth in Section 1(B) above. The Company is prohibited from amending the provisions specified in paragraphs (A)-(G) without the consent of the Lender, or, after the securitization of the Loan only if the Company receives (i) confirmation from each often applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating.

To the extent that any of the foregoing is in conflict with any provision of the Articles of Organization or the Company's Operating Agreement, the terms of these Articles of Amendment shall govern.

All other provisions of the Articles of Organization remain unchanged.

Dated this 24 day of January, 2006.

REQUIRED SIGNATURE:



Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Elyezer Hus-Managing Member of H & H LLC

Typed or printed name of signer