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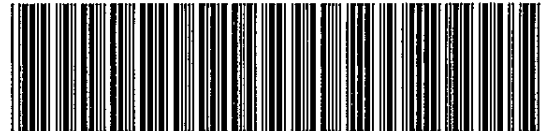
(Business Entity Name)

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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032
REFERENCE : 384990 80457A
AUTHORIZATION : *Patricia Pigato*
COST LIMIT : \$ \$55.00

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TALLAHASSEE, FLORIDA

ORDER DATE : May 20, 2005

ORDER TIME : 3:44 PM

ORDER NO. : 384990-005

CUSTOMER NO: 80457A

CUSTOMER: Ms. Laura Buckley
Black, Sims, Burnett And
3rd Floor
501 North Grandview Avenue
Daytona Beach, FL 32118

DOMESTIC AMENDMENT FILING

NAME: POS MANAGEMENT, LLC

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Jamela Fordyce -- EXT# 2936

EXAMINER'S INITIALS: _____

AMENDMENT TO
ARTICLES OF ORGANIZATION
OF
POS MANAGEMENT, LLC,
a Florida Limited Liability Company

ARTICLE I

The name of the limited liability company is:

POS Management, LLC.

ARTICLE II

The date of filing of the Articles of Organization was **May 16, 2005**.

ARTICLE III

This Amendment to the Articles of Organization is to add the following language to Article III, purpose of the limited liability company. Article III is amended to provide as follows:

The sole purpose of this limited liability company ("**Special Purpose Entity**") shall be the ownership, operation, management and maintenance of **Port Orange Self Storage**, located at 4061 Nova Road, in the City of Port Orange, County of Volusia, State of Florida ("**Property**"), and this Special Purpose Entity shall be restricted and/or required, and hereby covenants and agrees, as follows:

- (a) not to engage in any business or activity other than the ownership, operation and maintenance of the Property, and activities ancillary thereto;
- (b) not to acquire or own any material assets other than (i) the Property, and (ii) such incidental personal property as may be necessary or appropriate for the operation of the Property;
- (c) not to incur any debt other than (i) the indebtedness held by the "**Holders**" (as defined below) secured by the Property ("**Mortgage Indebtedness**"), and (ii) liabilities incurred by this Special Purpose Entity in the ordinary course of business relating to the ownership and operation of the Property;
- (d) not to merge into or consolidate with any person or entity or dissolve, 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, while the Mortgage Indebtedness is outstanding without in each case the consent of any and all holders of the Mortgage Indebtedness ("**Holders**");
- (e) to preserve its existence as an entity duly organized and validly existing under the laws of the **State of Florida** and, without the prior written consent of the Holders, not to amend, modify, terminate or fail to comply with the provisions of the "**Organizational Documents**" (as defined below) of this Special Purpose Entity, as the same may be further amended or supplemented, if such amendment,

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modification, termination or failure to comply would materially adversely affect the ability of this Special Purpose Entity to perform its obligations hereunder, under the note or under the other loan documents (collectively "**Loan Documents**") which relate to and/or evidence the Mortgage Indebtedness. For purposes of this provision, the "**Organizational Documents**" of this Special Purpose Entity shall mean all documents evidencing and/or relating to the formation of this limited liability company and the continued existence and good standing of this limited liability company;

(f) not own any subsidiary or make any investment in, any person or entity without the consent of the Holders.

4. This Special Purpose Entity shall be further restricted and/or required, and further covenants and agrees, as follows: (a) to maintain books and records separate from any other person or entity; (b) to maintain its accounts separate from any other person or entity; (c) not to commingle assets with those of any other entity; (d) to conduct its own business in its own name; (e) to maintain financial statements separate from any other person or entity; (f) to pay its own liabilities out of its own funds; (g) to observe all limited liability company formalities; (h) to maintain an arm's-length relationship with its members and any affiliates; (i) to pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations; (j) not to guarantee or become obligated for the debts of any other entity or hold out its credit as being available to satisfy the obligations of others; (k) not to acquire obligations or securities of its members; (l) to allocate fairly and reasonably any overhead for shared office space; (m) to use separate stationery, invoices, and checks; (n) not to pledge its assets for the benefit of any other entity or make any loans or advances to any entity; (o) to hold itself out as a separate entity; (p) to correct any known misunderstanding regarding its separate identity; and (q) to maintain adequate capital in light of its contemplated business operations.

5. The unanimous consent of all of the members of the Special Purpose Entity shall be required to: (a) file, or consent to the filing of, a bankruptcy or insolvency petition or otherwise institute insolvency proceedings; (b) dissolve, liquidate, consolidate, merger, or sell all or substantially all of the assets of this limited liability company; (c) engage in any other business activity; or (d) amend the Organizational Documents of this Special Purpose Entity.

6. To the maximum extent permitted by law, upon the occurrence of any event which will terminate this Special Purpose Entity (as may be provided in the Organizational Documents of this Special Purpose Entity), a vote of the majority of the remaining members shall be sufficient to continue the life of this Special Purpose Entity. In the event a majority vote to continue the life of this Special Purpose Entity is not obtained, no asset of this Special Purpose Entity that is collateral or that secures the Mortgage Indebtedness may be sold, transferred, conveyed, liquidated or otherwise disposed of (except as permitted under the Loan Documents) without the consent of the Holders. The Holders may continue to exercise all of their rights under the Loan Documents and shall be entitled to retain the collateral until the Mortgage Indebtedness has been paid in full or otherwise discharged.

ARTICLE IV

The effective date of this filing shall be when this Amendment is filed with the Department of State.

This Amendment to the Articles of Organization of POS Management, LLC is made by the undersigned, Managing Member, this 20th day of May, 2005.

WITNESSES:

G. Larry Sims
G. Larry Sims
(Printed Name of Witness)

Laura F. Buckley
LAURA F. BUCKLEY
(Printed Name of Witness)

POS MANAGEMENT, LLC, a Florida Limited Liability Company, Substitute General Partner

BY: D. Andrew Clark
D. ANDREW CLARK, MANAGING MEMBER

STATE OF FLORIDA
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT was acknowledged before me by D. ANDREW CLARK, Managing Member of POS MANAGEMENT, LLC, a Florida Limited Liability Company, Assignee, and he has sworn before me that he executed the foregoing on behalf of the limited liability company and for the purposes therein expressed, is personally known to me, and took an oath this 20th day of May, 2005.

G. Larry Sims
Notary Public
State of Florida at Large
My Commission Expires:

THIS INSTRUMENT PREPARED
BY: G. LARRY SIMS, ESQUIRE
POST OFFICE DRAWER 265669
DAYTONA BEACH, FLORIDA 32126-5669



G. Larry Sims
Commission # DD373386
Expires February 11, 2009
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