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Holland & Knight LLP

Requestor's Name

315 S. Calhoun St.

Address

Tallahassee, FL. 32301

425-5686

City/State/Zip

Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Wedgewood Investors, LLC (Corporation Name) (Document #)
2. _____ (Corporation Name) (Document #)
3. _____ (Corporation Name) (Document #)
4. _____ (Corporation Name) (Document #)

☐ Walk in

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☒ Certified Copy X2

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☐ Will wait

☐ Photocopy

☒ Certificate of Status ~~X2~~

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input checked="" type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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Examiner's Initials

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CERTIFICATE OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
WEDGEWOOD INVESTORS, LLC

Pursuant to the provisions of Section 608.411 of the Florida Statutes, **WEDGEWOOD INVESTORS, LLC**, a Florida limited liability company (hereinafter, the "Limited Liability Company") adopts the following Certificate of Amendment to its Articles of Organization:

FIRST: The name of the Limited Liability Company is: **WEDGEWOOD INVESTORS, LLC**.

SECOND: The date of filing of the Articles of Organization was August 5, 1998.

THIRD: The following amendments to the Articles of Organization were adopted by the all of the members and all of the managers of the Limited Liability Company on January 20, 2000.

FOURTH: Article I of the Limited Liability Company's Articles of Organization is hereby amended to read in its entirety as follows:

"ARTICLE I. NAME

The name of the limited liability company is: **SOUTH DADE SELF STORAGE LLC** "

FIFTH: Article IV of the Limited Liability Company's Articles of Organization is hereby amended to read in its entirety as follows:

"ARTICLE IV. PURPOSE

The Company's business and purpose shall consist solely of the acquisition, ownership, operation and management of the real estate project located in Miami, Florida (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith."

SIXTH: Article VI of the Limited Liability Company's Articles of Organization is hereby amended to read in its entirety as follows:

"ARTICLE VI. ADDITIONAL MEMBERS

"Additional Members may be admitted in the manner set forth in the Operating Agreement of the Company."

SEVENTH: Article VII of the Limited Liability Company's Articles of Organization is hereby amended to read in its entirety as follows:

"ARTICLE VII. MANAGEMENT

The Company shall be conducted, carried on, and managed by no less than one (1) Manager, who shall be elected annually by the Members of the Company in the manner prescribed by and provided in the Regulations of the Company. Such Managers shall also have the rights and responsibilities described in the Regulations of the Company. The name and address of the Manager is as follows:

America's Self Storage Corp.	c/o	701 Brickell Avenue
		Suite 3000
		Miami, Florida 33131

Such Manger shall serve in such capacity until the next annual meeting of the Members or until its successors are duly elected and qualified."

EIGHTH: Article VIII of the Limited Liability Company's Articles of Organization is hereby amended to read in its entirety as follows:

"ARTICLE VIII. POWERS AND DUTIES

Notwithstanding the foregoing and so long as any obligation secured by the Mortgage (defined below) remains outstanding and not discharged in full, the Managing Member shall have no authority to take any action described in items (i) through (iii) and (v) and (vi) without the prior written consent of the holder of the Mortgage to the extent required by the Mortgage holder in the Note (defined below) or related documentation, and, further, the Managing Member shall not take any action described in item (iv) without written consent of all the Members:

- (i) borrow money or incur indebtedness on behalf of the Company other than normal trade accounts payable and lease obligations in the normal course of business, or grant consensual liens on the Company's property; except, however, that the Managing Member is hereby authorized to secure financing for the Company pursuant to the terms of that certain Note in the original principal amount of \$4,300,000.00 (the "Note") and other indebtedness expressly permitted therein or in the documents executed in connection with or as security for such Note (collectively, the "Loan"), and to grant a mortgage, lien or liens on the Company's Property to secure the Loan (the "Mortgage");
- (ii) dissolve or liquidate the Company;
- (iii) sell or lease, or otherwise dispose of all or substantially all of the assets of the Company;

- (iv) file a voluntary petition or otherwise initiate proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets of the Company, or make any general assignment for the benefit of creditors to the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any action in furtherance of any action;
- (v) amend, modify or alter Articles Four, Eight, Nine, Ten or Eleven of these Articles; or
- (vi) merge or consolidate with any other entity.

NINTH: The Limited Liability Company's Articles of Organization shall be amended to include the following article:

"ARTICLE IX. TITLE TO COMPANY PROPERTY

All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in any Company property in its individual name or right, and each Member's Membership Interest shall be personal property for all purposes.

TENTH: The Limited Liability Company's Articles of Organization shall be amended to include the following article

"ARTICLE X. SEPARATENESS/OPERATIONS MATTERS

The Company 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 meetings, as appropriate, to conduct the business of the Company, and observe all customary organizational and operational formalities;

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- (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;
- (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;
- (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.

ELEVENTH: The Limited Liability Company's Articles of Organization shall be amended to include the following article

**"ARTICLE XI. EFFECT OF BANKRUPTCY, DEATH OR
INCOMPETENCY OF A MEMBER**

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such Member shall have all the rights of such Member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute Member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company Interest shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Member. [The foregoing shall apply to the extent permitted by applicable law.]

[Signature Page Attached]

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Signed and dated this 24 day of January, 2000.

America's Self Storage Corp.,
Manager

By: 

Name: Allen C. de Olazarra
Title: Director and President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA