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LAW OFFICES OF
MOSLEY, WALLIS & WHITEHEAD, P.A.

1221 EAST NEW HAVEN AVENUE
POST OFFICE BOX 1210
MELBOURNE, FLORIDA 32902-1210

CURTIS R. MOSLEY
MICHAEL M. M. WALLIS
ALLAN P. WHITEHEAD

AREA CODE 407
TELEPHONE 984-3842
TELECOPIER 768-1671

February 25, 1999

Secretary of State
P.O. Box 6327
Tallahassee, FL 32314

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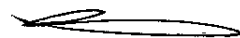
RE: Beachside Mini-Storage, L.L.C.

Dear Sirs:

Enclosed is a Certificate of Amendment of Beachside Mini-Storage, L.L.C. and a check in the amount of \$52.50 for filing fees.

If you have any questions please let me know. Thank you for your assistance and cooperation in this matter.

Very truly yours,



CURTIS R. MOSLEY

CRM/lac

cc: Sharon Saslow

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Name	
Availability	
Current Examiner	
Updater	
Checker	
Verifier	
Acknowledgement	
W. P. Verifier	

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 MAR 17 AM 11:11

99 MAR 17 AM 11:11

**CERTIFICATE OF AMENDMENT
OF
BEACHSIDE MINI-STORAGE, L.L.C.**

The Articles of Organization of BEACHSIDE MINI-STORAGE, L.L.C. are hereby amended as set forth below:

1. The name of the limited liability company is BEACHSIDE MINI-STORAGE, L.L.C.
2. The date of filing of the Articles of Organization is February 3, 1999.
3. The Articles of Organization are hereby amended as follows:

ARTICLE X - PURPOSE

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern:

The nature of the business and of the purposes to be conducted and promoted by the Limited Liability Company, is to engage, solely in the following activities:

1. To acquire that certain parcel of real property, together with all improvements located at 140 Tomahawk Drive, thereon, in the City of Indian Harbor Beach, State of Florida (the "Property").
2. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge, and otherwise deal with the property.
3. To exercise all powers enumerated in the Limited Liability Company Act of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

ARTICLE XI - PROHIBITED ACTIVITIES

Notwithstanding any provision hereof or of any other document governing the formation, management, or operation of the Limited Liability Company to the contrary, the following shall govern: The Limited Liability Company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien exists on the property, the Limited Liability Company shall not incur, assume, or guaranty any other indebtedness. The Limited Liability Company shall not consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity unless (I) the entity (if other than the Limited Liability Company) formed or surviving such consolidation or merger or that

acquired by conveyance or transfer the properties and assets of the Limited Liability Company substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, (b) shall include in its organization documents the same limitations set forth in this Article XI and in Article XIII, and (c) shall expressly assume the due and punctual performance of the Limited Liability Company's obligation; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this limited liability company and be continuing. For so long as a mortgage lien exists on the Property, the Limited Liability Company will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of all of the members of the Limited Liability Company. For so long as a mortgage lien exists on the Property, no material amendment to these articles of organization may be made without first obtaining approval of the mortgagee holding a first mortgage lien on the property.

ARTICLE XII - INDEMNIFICATION

Notwithstanding any provision hereof or of any other document governing the formation, management, or operation of the Limited Liability Company to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Property and shall not constitute a claim against the Limited Liability Company in the event that cash flow is insufficient to pay such obligations.

ARTICLE XIII - SEPARATENESS COVENANTS

Notwithstanding any provision hereof or of any other document governing the formation, management, or operation of the Limited Liability Company to the contrary, the following shall govern: For so long as any mortgage lien exists on the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in these articles of incorporation, the Limited Liability Company shall conduct its affairs in accordance with the following provisions:

1. It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its affiliates and shall allocate fairly and reasonably any overhead for shared office space.
2. It shall maintain separate records and books of accounts from those of any affiliate.
3. It shall not co-mingle assets with those of any affiliate
4. It shall conduct its own business in its own name
5. It shall maintain financial statements separate from any affiliate,

6. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any affiliates.
7. It shall maintain an arm's length relationship with any affiliate.
8. It shall not guarantee or become obligated for the debts of any other entity, including any affiliate, or hold out its credit as being available to satisfy the obligations of others.
9. It shall use stationery, invoices and Checks separate from any affiliate.
10. It shall not pledge its assets for the benefit of any other entity, including any affiliate.
11. It shall hold itself out as an entity separate from any affiliate.
12. Affiliate means any person controlling or controlled by or under common control with the Limited Liability Company including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the Limited Liability Company, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this limited liability company, or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.
13. Person means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

IN WITNESS WHEREOF, the undersigned members have made and subscribed this Certificate of Amendment at Melbourne, FL on the 12th day of February, 1999.

James Arthur Hooper Trust

By: 

Kim B. Hooper, Trustee

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 12th day of February 1999,
by **Kim B. Hooper, Trustee of the James Arthur Hooper Trust**, who is personally known to me
or has produced _____ as identification.



Linda A. Collins
MY COMMISSION # CC763605 EXPIRES
August 12, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

Linda A. Collins
NOTARY

My commission expires: