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**LIMITED LIABILITY AMENDMENT**

**STORAGE MART II, L.L.C.**

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**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF ORGANIZATION  
OF  
STORAGE MART II, L.L.C.  
A Florida Limited Liability Company**

**FIRST:** The date of filing of the articles of organization was May 10, 1999.

**SECOND:** The following amendment(s) to the articles of organization were adopted by the limited liability company:

1. Article IV of the articles is amended as follows: The Limited Liability Company is to be managed by the members, and the name and address of the managing member is Warburg-StorageMart-MW-East, L.L.C., a Missouri limited liability company, 2407 Rangeline Road, P.O. Box U, Columbia, Missouri, 65205.

2. New Article VIII of the articles is hereby added, to-wit:

Notwithstanding any provision hereof to the contrary, the following shall govern:

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

(1) To acquire certain parcels of real property together with all improvements located thereon, at 449 South Federal Highway, Pompano Beach, FL (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 Florida Limited Liability Company Act necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

b. Notwithstanding any provision hereof to the contrary and for so long as a mortgage lien exists on any portion of the Property, the following shall govern:

(1) The Company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property and shall not incur, assume, or guaranty any other indebtedness.

(2) The 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 Company) formed or surviving such consolidation or merger or that acquired by conveyance or transfer the properties and assets of the 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 organizational documents the same limitations set forth in this amendment, and (c) shall expressly assume the due and punctual performance of the Company's obligations; 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 Company and be continuing.

(3) The 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 partners of the Company.

(4) The Company will not consolidate or merge with or into any other entity.

c. Notwithstanding any provision hereof to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Property, including, without limitation the first mortgage on the Property, and shall not constitute a claim against the Company in the event that cash flow is insufficient to pay such obligations.

d. Notwithstanding any provision hereof to the contrary and for so long as a mortgage lien exists on any portion of the Property, in order to preserve and ensure its separate and distinct partnership identity, in addition to the other provisions set forth herein, the Company shall conduct its affairs in accordance with the following provisions:

(1) It shall not, nor will any general partner thereof, as applicable, amend, modify or otherwise change its articles of organization or other formation agreement or document, as applicable, in any material term or manner, or in a manner which adversely affects the Company's existence as a single purpose entity.

(2) It shall not liquidate or dissolve (or suffer any liquidation or dissolution), or acquire by purchase or otherwise all or substantially all the business or assets of, or any stock or other evidence of beneficial ownership of any entity.

(3) It does not own and shall not own any asset other than (A) the Property, and (B) incidental personal property necessary for the operation of the Property.



(15) It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its affiliates or members, or it shall fairly and reasonably allocate any overhead for shared office space.

(16) It shall maintain separate records, financial statements and books of account from those of any affiliate or member.

(17) It shall not commingle assets with those of any affiliate or member.

(18) It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any affiliate.

(19) It shall not guarantee or become obligated for the debts of any other entity, including any affiliate or member or hold out its credit as being available to satisfy the obligations of others.

(20) It shall use stationery, invoices and checks separate from any affiliate or member, or will use stationery, invoices and checks using a name licensed to it or otherwise authorized by an affiliate, namely "Storage Mart."

(21) It shall not pledge its assets for the benefit of any other entity, including any affiliate or member.

(22) It shall at all times have a special purpose limited liability company managing member. The Members shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate company actions, and in authorizing such actions, shall observe all limited liability company formalities.

(23) For purposes of this Section, the following terms shall have the following meanings:

"Affiliate" means any person controlling or controlled by or under common control with the Company including, without limitation (i) any person who has a familial relationship, by blood, marriage, or otherwise with any partner or employee of the Company or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this 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.

