

L990000006193

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2004 OCT 15 PM 1:08
TALLAHASSEE, FLORIDA
CORPORATIONS

J. BRYAN OCT 18 2004

LAW OFFICES
SALVO, RUSSELL, FICHTER & LANDAU
510 TOWNSHIP LINE ROAD
SUITE 150
BLUE BELL, PENNSYLVANIA 19422
—
TELEPHONE 215-653-0110
FACSIMILE 215-653-0383

October 14, 2004

Via UPS

Florida Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

Re: **Storage Partners of Jupiter, LLC**
Articles of Amendment to Articles of Organization

Ladies and Gentlemen:

I enclose for filing with your office one original and two copies of Articles of Amendment to Articles of Organization for the Florida limited liability company, Storage Partners of Jupiter, LLC. Also, I enclose a check for \$60.00 made payable to the Florida Department of State in payment of the filing fee — please note that my filing fee includes the cost of a certified copy and a certificate of status.

Please return the filed document to this office (see address listed above) via Federal Express. Our Federal Express account number is: 1257-8817-3. If you have any questions or problems, please call the undersigned at 215/ 653-0110, ext. 25. Thank you.

Very truly yours,

Denise M. Stubel

Denise M. Stubel
Paralegal

enclosures

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Storage Partners of Jupiter, LLC
(Name of Limited Liability Company)

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Denise M. Stubel

(Name of Person)

Salvo, Russell, Fichter & Landau

(Firm/Company)

510 Township Line Road, Suite 150

(Address)

Blue Bell, Pennsylvania 19422

(City/State and Zip Code)

For further information concerning this matter, please call:

Denise M. Stubel

(Name of Person)

at (215)

653-0110 ext. 25

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☒ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

STREET ADDRESS:

Registration Section
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

STORAGE PARTNERS OF JUPITER, LLC

(Present Name)
(A Florida Limited Liability Company)

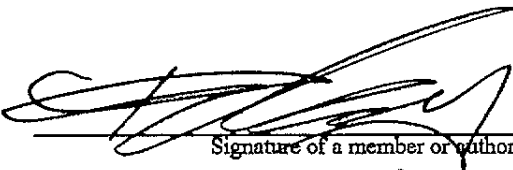
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CLERK OF CIRCUIT COURT
TALLAHASSEE, FLORIDA

FIRST: The Articles of Organization were filed on September 29, 1999 and assigned document number L99000006193.

SECOND: The following amendment(s) to the Articles of Organization was/were adopted by the limited liability company:

See attached provisions.

Dated October 8, 2004.



Signature of a member or authorized representative of a member

Bruce D. Manley
Typed or printed name of signee

Filing Fee: \$25.00

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
STORAGE PARTNERS OF JUPITER, LLC

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JUPITER INCORPORATIONS
TALLAHASSEE, FLORIDA

Attachment:

For so long as Storage Partners of Jupiter, LLC (the "Borrower") is the borrower on the loan by Greenwich Capital Financial Products, Inc. ("Lender") (the Promissory Note evidencing such loan, the instrument securing such note, and all other documents or instruments given by Borrower or others and accepted by Lender for purposes of evidencing, securing, perfecting, or guaranteeing the indebtedness evidenced by such Note may be referred to as the "Loan Documents"), and secured by the Property described in the Loan Documents and commonly known as 5100 Military Trail, Jupiter, Florida; Borrower:

(a) shall not own any assets other than the Property, incidental personal property necessary for the operation of the Property, and the cash proceeds thereof;

(b) shall not engage in any business, directly or indirectly, other than the ownership, management and operation of the Property;

(c) shall not enter into any contract or agreement with any partner, member, shareholder, trustee, beneficiary, principal of the Borrower or any affiliate thereof except upon terms and conditions, that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties;

(d) shall not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the indebtedness secured by the Loan Documents and (ii) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property (no other debt may be secured (senior, subordinate or pari passu) by the Property) and shall not pledge its assets for the benefit of another entity;

(e) shall not make any loans or advances to any third party (including any affiliate);

(f) shall do all things necessary to observe its required organizational formalities and otherwise preserve its existence, and will not nor will any partner, member, shareholder, trustee, beneficiary or principal, amend, modify or otherwise change its partnership certificate, partnership agreement, articles of incorporation, by-laws, articles of organization, operating agreement, or other organizational documents in a manner which adversely affects the Borrower's existence as a single purpose entity;

(g) shall continuously maintain Borrower's existence and right to do business in the state where the Property is located;

(h) shall conduct and operate its business in its own name and as presently conducted and operated;

(i) shall maintain books and records, financial statements and bank accounts separate from those of its partners, members, shareholders, trustees, beneficiaries, principals, affiliates and any other person or entity; pay its own liabilities out of its own funds; use separate stationery, invoices and checks; and allocate fairly and reasonably any overhead for shared office space;

(j) shall be and at all times shall hold itself out to the public as a legal entity separate and distinct from any other person or entity;

(k) shall file its own tax returns;

(l) shall 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;

(m) shall not seek, acquiesce in, or suffer or permit the dissolution or winding up, in whole or in part, of the Borrower;

(n) shall not enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;

(o) shall not commingle or permit to be commingled the funds and other assets of the Borrower with those of any other person or entity;

(p) shall maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person;

(q) except as expressly provided in the Loan Documents, shall not hold itself out to be responsible for the debts or obligations of any other person;

(r) except as expressly provided for in the Loan Documents, has not and will not guarantee or otherwise become liable on or in connection with any obligation of any other person or entity;

(s) shall not do any act which would make it impossible to carry on its ordinary business;

(t) shall not possess or assign the Property for other than a business or company purpose;

(u) shall not hold title to its assets other than in its name;

(v) shall not institute proceedings to be adjudicated bankrupt or insolvent; consent to or acquiesce in the institution of bankruptcy or insolvency proceedings against it; file a petition seeking, or consent to or acquiesce in, reorganization or relief under any applicable federal or state law relating to bankruptcy; consent to or acquiesce in the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of it or a substantial part of its

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MOBILE, ALABAMA
ALABAMA, FLORIDA

property; or make any assignment for the benefit of creditors; or admit in writing its inability to pay its debts generally as they become due; and

(w) shall comply with all (and shall not suffer to be inaccurate any) of the assumptions, statements, certifications, representations, warranties and covenants regarding or made by Borrower contained in or appended to any opinion of Borrower's legal counsel delivered in connection with the transaction in which the Loan Documents are executed.

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CLERK OF SUPERIOR COURT
TALLAHASSEE, FLORIDA