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November 22, 1999

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

VIA FEDERAL EXPRESS

Re: Beach AC Mini-Storage, LLC

700003052947--6

11/23/99--01046--004  
\*\*\*\*\*43.75 \*\*\*\*\*43.75

Gentlemen:

Enclosed herewith please find the original executed and one copy of the Certificate of Amendment for the above corporation. Upon filing, please return a copy stamped with the filing information.

Also enclosed is this firm's check in the amount of \$43.75 to cover the fee associated with filing the amendment and for a certified copy of same.

Should you have any questions regarding this corporation, please do not hesitate to contact me.

Sincerely,

*Timothy F. Pickles*

Timothy F. Pickles  
Signed in his absence to avoid delay.

TFP: tlc

Enclosures

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11-24-99

**CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION  
OF BEACH AC MINI-STORAGE, LLC**

BEACH AC MINI-STORAGE, LLC amends its Articles of Organization, and would state as follows:

1. The name of the Limited Liability Company is: BEACH AC MINI-STORAGE, LLC.
2. The date of the filing of the Articles of Organization was November 8, 1999.
3. The Articles will be amended to include Article VII as follows:

**ARTICLE VII - SINGLE PURPOSE ENTITY**

- (a) The Limited Liability Company (the "Company") has not and shall not:
  - (i) engage in any business or activity other than the ownership, operation and maintenance of the Property, and activities incidental thereto;
  - (ii) acquire or own any material assets other than (A) the property known as 101 Central Road, Indian Harbour Beach, Florida, (the "Property"), and (B) such incidental personal property as may be necessary for the operation of the Property;
  - (iii) merge into or consolidate with any person 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 without in each case the consent of Secure Financial Corporation, its successors or assigns (collectively, "Lender").
  - (iv) fail to preserve its existence as a person or entity, validly existing and in good standing (if applicable) under the laws of the jurisdiction or its organization or formation, or without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of Company's Operation Agreement or similar organizational document, as the case may be, as same may be further amended or supplemented, if such amendment, modification, termination or failure to comply would adversely affect the ability of Company to perform its obligations hereunder or to Lender;

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- (v) own any subsidiary or make any investment in, any person or entity without the consent of Lender;
- (vi) commingle its assets with the assets of any of its general partners, members, shareholders affiliates, principals or of any other person or entity;
- (vii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (I) the debt in the approximate amount of \$950,000.00 held by Lender and secured by a first lien deed of trust or mortgage on (a) the Property and (b) the personal property incident to the Property (the "Debt") and trade payables incurred in the ordinary course of business, provided same are paid when due;
- (viii) fail to maintain its records, books of account and bank accounts separate and apart from those of the general partners, members, shareholders, principals and affiliates of Company, the affiliates of a general partner or member, or shareholder of Company, and any other person or entity;
- (ix) enter into any contract or agreement with any general partner, member, shareholder, principal or affiliate of Company, Guarantor or Indemnitor, or any general partner, member, principal or 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 other than any general partner, member, shareholder, principal or affiliate of Company, Guarantor or Indemnitor, or any general partner, member, principal or affiliate thereof;
- (x) seek the dissolution or winding up in whole, or in part, of Company;
- (xi) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any general partner, member, shareholder, principal or affiliate of Company, or any general partner, member, shareholder, principal or affiliate thereof or any other person;
- (xii) hold itself out to be responsible for the debts of another person or entity;
- (xiii) make any loans or advances to any third party, including but not limited to, any general partner, member, shareholder, principal or affiliate of Company, or any general partner, principal or affiliate thereof;
- (xiv) fail to file its own tax returns;

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- (xv) agree to, enter into or consummate any transaction which would render Company unable to furnish the following certification evidence;
- (I) Company covenants and agrees to deliver to Lender such certifications or other evidence from time to time throughout the term of the Debt as requested by Lender in its sole discretion that (i) Company is not an "employee benefit plan" as defined in Section 3(32) of ERISA, which is subject to Title I of ERISA, or a "governmental plan" within the meaning of Section 3 (32) of ERISA; (ii) Company is not subject to state statutes regulating investments and fiduciary obligations with respect to governmental plans; and (iii) one or more of the following circumstances is true:
- (a) Equity interests in Company are publicly offered securities, within the meaning of 29 C.F.R. 2510.3-101 (b)(2);
  - (b) Less than 25% of each outstanding class of equity interests in Company are held by "benefit plan investors" within the meaning of 29 C.F.R. 2510.3-101 (f)(2); or
  - (c) Company qualifies as an "operating company" or a "real estate operating company" within the meaning of 29 C.F.R. 2510-3-101 (c) or (e) or an investment company registered under The Investment Company Act of 1940.
- (xvi) fail either to hold itself out to the public as a legal person or entity separate and distinct from any other person or entity or to conduct its business solely in its own name in order not (A) to mislead others as to the identity with which such other party is transacting business, or (B) to suggest that Company is responsible for the debts of any third part (including any general partner, principal or affiliate of Company, or any general partner, principal or affiliate thereof);
- (xvii) fail to 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; or
- (xviii) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors.

By:   
KIM B. HOOPER, TRUSTEE  
Managing Member

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