

195000001516

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

133081

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H02000237234 8)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850)205-0380

Susan Bard

From: Account Name : AKERMAN SENTERFITT & EIDSON
Account Number : 076656002425
Phone : (407)843-7860
Fax Number : (407)843-6610

FILED
02 DEC 13 PM 4:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
02 DEC 13 PM 4:52
DIVISION OF CORPORATIONS

BASIC AMENDMENT

LAKE MARY STORAGE PARTNERS, INC.

Certificate of Status	0
Certified Copy	1
Page Count	03
Estimated Charge	\$43.75

AMEND
KRB 12-16
(5)



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

December 13, 2002

LAKE MARY STORAGE PARTNERS, INC.
310 W. CENTRAL PARKWAY
SUITE 7000
ALTAMONTE SPRINGS, FL 32714

SUBJECT: LAKE MARY STORAGE PARTNERS, INC.
REF: P95000001516

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The name of the person signing the document must be typed or printed beneath or opposite the signature.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6906.

Darlene Connell
Document Specialist

FAX Aud. #: H02000237234
Letter Number: 702A00065987

*Fixed -
Self
attached*

AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
LAKE MARY STORAGE PARTNERS, INC.

FILED
02 DEC 13 PM 4:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned Florida corporation, pursuant to written action of all of its shareholders, hereby adopts the following amendments to its Articles of Incorporation:

The following provisions shall be added as Article X:

"ARTICLE X

SPECIAL PURPOSE ENTITY PROVISIONS

For so long as any mortgage lien in favor of Wachovia Bank, National Association, or its successors or assigns (the "First Mortgage") exists on any portion of the Property, as so defined in the Lake Mary Storage Partners, Ltd. Partnership Agreement governing the Lake Mary Storage Partners, Ltd., of which the Corporation is the General Partner (the "Partnership"), the following provisions shall apply to the Corporation:

9.1 PURPOSE. Notwithstanding any provision of the Articles of Incorporation ("Articles") to the contrary, the nature of the business and purposes to be conducted and promoted by the Corporation is to engage solely in the activity of acting as a general partner of the Partnership whose purpose is to acquire the Property, together with all improvements thereon, and own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property. The Corporation shall exercise all powers enumerated in the Florida Business Corporation Act necessary or convenient to the conduct, promotion or attainment of the business or purpose otherwise set forth herein.

9.2 PROHIBITED ACTIVITIES. Notwithstanding any provision of these Articles to the contrary, the Corporation shall only incur or cause the Partnership to incur indebtedness in an amount necessary to acquire, operate, and maintain the Property. The Corporation shall not and shall not cause the Partnership to, incur, assume, or guaranty any other indebtedness. For as long as the Partnership remains the owner of the Property, the Corporation: (i) shall not and shall not cause the Partnership to dissolve or liquidate, (ii) shall not and shall not cause the Partnership to consolidate or merge with or into any other entity, or convey or

transfer its properties and assets substantially as an entirety or transfer its interest in the Partnership, (iii) shall not voluntarily commence a case with respect to itself or cause the Partnership to 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 the board of directors, and (iv) shall not materially amend the certificate of incorporation or bylaws of the Corporation or the Partnership Agreement without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property.

9.3 INDEMNIFICATION. Notwithstanding any provision of these Articles to the contrary, any indemnification of the Corporation's directors and officers shall be fully subordinated to any obligations respecting the Partnership or the Property (including, without limitation, the First Mortgage) and such indemnification shall not constitute a claim against the Corporation or the Partnership in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations.

9.4 SEPARATENESS COVENANTS. Notwithstanding any provision of these Articles to the contrary, in order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth in these Articles, the Corporation shall conduct its affairs in accordance with the following provisions:

(a) If it shares office space with any Parent or Affiliate, it shall pay its fair share of any overhead for such shared office space and it shall operate its business separate and apart from those of any Parent or Affiliate.

(b) It shall maintain corporate records and books of account separate from those of any Parent or Affiliate.

(c) Its board of directors shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate action.

(d) It shall observe all corporate formalities.

(e) It shall not commingle assets with those of its Parent and any Affiliate.

(f) It shall conduct its own business in its own name.

(g) It shall maintain financial statements separate from its Parent and any Affiliate.

(h) It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of its Parent or any Affiliate.

(i) It shall maintain an arm's length relationship with its Parent and any Affiliate.

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

(k) It shall use checks separate from its Parent and any Affiliate.

(l) It shall not pledge its assets for the benefit of any other entity, including its Parent and any Affiliate.

(m) It shall hold itself out as an entity separate from its Parent and any Affiliate.

For purposes of this Section 9.4, the following terms shall have the following meanings:


"Affiliate" means any Person controlling or controlled by or under common control with the Parent, including without limitation (i) any Person who has a familial relationship, by blood, marriage or otherwise with any director, officer, or employee of the Corporation, its Parent, or any Affiliate thereof, and (ii) any Person which receives compensation for administrative, legal or accounting services from the Corporation, its Parent 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.

"Parent" means, with respect to a corporation, any other corporation owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the corporation.

"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."

This Amendment was adopted by the all of the directors and shareholders of the Corporation on December 10, 2002.

LAKE MARY STORAGE PARTNERS,
INC.

By: 
Secretary William Michael Mikkelsen