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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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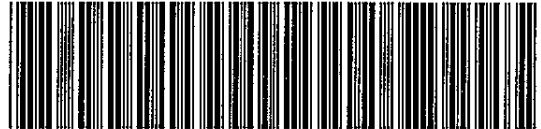
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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TALLAHASSEE FLORIDA

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Wm

CHRISTOPHER P. KELLEY, P.A.

TELEPHONE (305) 893-6004
FACSIMILE (305) 893-7666

ATTORNEY AT LAW
11098 BISCAYNE BOULEVARD
SUITE 205
MIAMI, FLORIDA 33161

EMAIL ADDRESS
CPKLAW@BELLSOUTH.NET

November 30, 2005

Secretary of State
Corporate Records Bureau
AMENDMENTS SECTION
P.O. Box 6327
Tallahassee, FL 32314

RE: FIRST AMENDMENT to ARTICLES OF INCORPORATION
OF SOUTH WEST SELF STORAGE, INC.

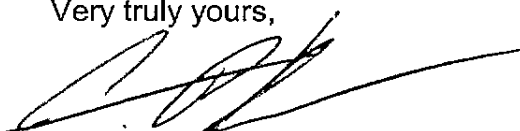
Dear Madam or Sir:

Enclosed please find my check for **\$52.50** and an original and one(1) copy
of **Amendment to Articles of Incorporation of South West Self Storage, Inc.**

Please return a certified copy of the **Amendment to Articles of
Incorporation** and a **Certificate of Status** for the said corporation to my office.

Thank you for your cooperation.

Very truly yours,



CHRISTOPHER P. KELLEY

CPK:rd
Enclosures
\$ 35.00 Arts and Reg Agent
8.75 w/cert copy
8.75 w/Cert of Status

AMENDMENT TO
ARTICLES OF INCORPORATION
OF
SOUTH WEST SELF STORAGE, INC.

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For so long as any indebtedness exists under and pursuant to the Loan Documents (as defined below), the provisions of this Amendment shall apply as follows:

1. Limited Purpose. The purpose of SOUTH WEST SELF STORAGE, INC., a Florida corporation (the "Company") is solely limited to the following activities:

(A) Owning, holding, selling, leasing, transferring, exchanging, operating, managing, and otherwise dealing with that certain property commonly known as _____

_____ together with all tenant leases thereon, situated in 3300 N.W. 42 Street, Gainesville, FL 32608, Alachua County, Florida (the "Premises");

(B) Entering into a loan transaction (the "Loan") with Bank of America, N.A., its successors and assigns (the "Lender") evidenced by a Promissory Note and a Loan Agreement and secured by a mortgage or deed of trust (the "Security Instrument") (collectively, and along with all other documentation required by the Lender in connection with the Loan, the "Loan Documents");

(C) Refinancing the subject property in connection with the permitted repayment of the Loan; and

(D) Transacting any and all lawful business that is incident, necessary and appropriate to accomplish the foregoing.

2. Certain Actions Requiring Unanimous Vote. The unanimous vote of the Company's board of directors shall be required in order to take any of the following actions:

(A) File a petition or consent to a petition seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation or other relief on behalf of the Company of its debts under any federal or state law relating to bankruptcy;

(B) Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Company or a substantial portion of its properties;

(C) Make any assignment for the benefit of the Company's creditors.

(D) Take any action in furtherance of any of the foregoing.

3. Limitation on Indebtedness. The Company's ability to incur indebtedness other than the indebtedness (secured or unsecured, direct or contingent, including guaranteeing any obligation) other than the Loan shall be limited to:

(A) trade and operational indebtedness incurred in the ordinary course of business with trade creditors, provided such indebtedness is (1) unsecured, (2) not evidenced by a note, (3) on commercially reasonable terms and conditions, and (4) due not more than sixty (60) days past the date incurred, and/or

(B) financing leases and purchase money indebtedness incurred in the ordinary course of business relating to personal property at the subject mortgaged property on commercially reasonable terms and conditions; provided, however, the aggregate amount of the indebtedness described in (A) and (B) shall not exceed at any time three percent (3%) of the outstanding principal amount of the Loan.

4. Separateness Provisions. The Company shall not:

- (i) merge into or consolidate with any other entity, or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;
- (ii) fail to observe all organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the applicable laws of the jurisdiction of its organization or formation, or amend, modify, terminate or fail to comply with the provisions of its organizational documents;
- (iii) own any subsidiary, or make any investment in, any other entity;
- (iv) commingle its assets with the assets of any other entity;
- (v) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) the Loan, (B) trade and operational indebtedness incurred in the ordinary course of business with trade creditors, provided such indebtedness is (1) unsecured, (2) not evidenced by a note, (3) on commercially reasonable terms and conditions, and (4) due not more than sixty (60) days past the date incurred, and/or (C) financing leases and purchase money indebtedness incurred in the ordinary course of business relating to personal property at the subject mortgaged property on commercially reasonable terms and conditions; provided however, the aggregate amount of the indebtedness described in (B) and (C) shall not exceed at any time three percent (3%) of the outstanding principal amount of the Loan;
- (vi) fail to maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other entity; except that Borrower's financial position, assets, liabilities, net worth and operating results may be included in the consolidated financial statements of an affiliate, provided that such consolidated financial statements contain a footnote indicating that Borrower is a separate legal entity and that it maintains separate books and records;
- (vii) enter into any contract or agreement with any general partner, member, shareholder, principal, guarantor of the obligations of Borrower, or any affiliate of the foregoing, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties;

- (viii) maintain its assets in such a manner that it will be costly or difficult to segregate or ascertain or identify its individual assets from those of any other entity;
- (ix) assume or guaranty the debts of any other entity, hold itself out to be responsible for the debts of any other entity, or otherwise pledge its assets for the benefit of any other entity or hold out its credit as being available to satisfy the obligations of any other entity;
- (x) make any loans or advances to any entity;
- (xi) fail to file its own tax returns or files a consolidated federal income tax return with any entity (unless prohibited or required, as the case may be, by applicable law);
- (xii) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or to conduct its business solely in its own name or fail to correct any known misunderstanding regarding its separate identity;
- (xiii) 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;
- (xiv) fail to allocate shared expenses (including, without limitation, shared office space and services performed by an employee of an affiliate) among the entities sharing such expenses and to use separate stationery, invoices and checks;
- (xv) fail to remain solvent or pay its own liabilities (including, without limitation, salaries of its own employees) from its own funds; or
- (xvi) acquire obligations or securities of its partners, members, shareholders or other affiliates, as applicable.

5. Subordination of Indemnification Obligation. The Company's obligation, if any, to indemnify its directors and officers, partners, managers or members, as applicable, shall be fully subordinate to the Loan and to the Loan Documents, and shall not constitute a claim against the Company if cash flow in excess of amounts necessary to pay holders of the Loan Documents is insufficient to pay such obligations.

6. Consideration of the Interests of Creditors. The Company's directors and officers shall consider the interests of creditors in connection with any action subject to vote, notwithstanding that the Company may be rendered insolvent.

7. Continuance of Company. If there is a death, dissolution or other termination event of one or more shareholders and at least one shareholder remains, the Company shall not dissolve, and if any shareholder is not a special purpose entity, the Company shall continue its existence (and not dissolve) for so long as a solvent shareholder exists.

8. Prohibition on Amendment of Organizational Documents. The Company shall (a) observe all organizational formalities; (b) preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation; (c) comply with and not terminate its organizational documents; and (d) not amend the provisions of this Amendment without the consent of the Lender.

WITNESS my hand and seal this 28 day of Nov, 2005.

STATE OF FLORIDA)
COUNTY OF Alachua)

JOHN KISH

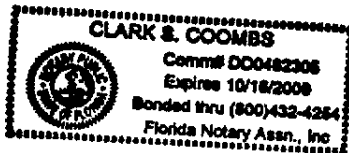
Vice President

PERSONALLY APPEARED before me **JOHN KISH**, as President of **SOUTH WEST SELF STORAGE, INC.**, who is (☒) personally known to me or (☐) produced _____ as identification, to me known to be the person who subscribed and who executed the foregoing Amendment to the Articles of Incorporation and caused the seal of said corporation to be attached hereto, and he acknowledged that he executed and subscribed to the same for the purposes therein expressed.

WITNESS my hand and seal this 28th day of November, 2005.

Clark S. Coombs
NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires:



CERTIFICATE

I, the undersigned **JOHN KISH**, being the President of **SOUTH WEST SELF STORAGE, INC.**, do hereby certify that the foregoing First Amendment to Article of Incorporation of **SOUTH WEST SELF STORAGE, INC.**, was unanimously approved by the Board of Directors, proposed by them to the Members, and unanimously approved at the Special Meeting held November 28, 2005, at Gainesville, Florida, all of the stock entitled to vote being represented at said meeting.



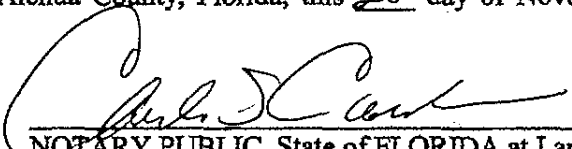
JOHN KISH

President

STATE OF FLORIDA)
COUNTY OF ALACHUA)

BEFORE ME, the undersigned authority, personally appeared **JOHN KISH**, President of **SOUTH WEST SELF STORAGE, INC.**, and he acknowledged before me that the foregoing First Amendment to the Articles of Incorporation of said corporation is a true and correct copy of the First Amendment which was unanimously approved by the Board of Directors of said corporation and proposed by them to the Members. He further acknowledged before me that he executed the foregoing Certificate for the purposes therein contained on behalf of said corporation.

WITNESS my hand and seal at Alchua County, Florida, this 28th day of November, 2005.



NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires:

