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**AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
LAKEHURST STORAGE, INC.**

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 IX:

**"ARTICLE IX**

**Special Purpose Entity Provisions**

The Company is obtaining a loan in the amount of \$3,500,000.00 from Wells Fargo Bank, National Association (the "Loan"). Commencing upon the closing of the Loan, and continuing until the Loan is paid in full, the following provisions shall be a part of the Agreement and shall control over any conflicting provisions herein.

**A. PURPOSE**

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:

(i) To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with certain parcels of real property, together with all improvements located thereon, in the City of Orlando, County of Orange, State of Florida (the "Property") permitted under the Loan Documents;

(ii) to receive a loan (the "Loan") from Wells Fargo Bank, National Association ("Lender"), enter into a Loan Agreement and other documents related to the Loan (the "Loan Documents") with Lender and refinance the subject property in connection with a permitted repayment of the Loan; and

(iii) to exercise all powers enumerated in the applicable law of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

**B. SEPARATENESS COVENANTS**

Notwithstanding anything to the contrary contained herein, Company will not:

(1) engage in any business or activity other than the ownership, operation and maintenance of the Property, and activities incidental thereto;

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(2) acquire or own any assets other than (A) the Property, and (B) such incidental personal property as may be necessary for the ownership, leasing, maintenance and operation of the Property;

(3) merge into or consolidate with any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing (each a "Person"), 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;

(4) 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 law of the jurisdiction of its organization or formation, or amend, modify, terminate or fail to comply with the provisions of its organizational documents;

(5) own any subsidiary, or make any investment in, any Person;

(6) commingle its assets with the assets of any other Person;

(7) incur any indebtedness, 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 paid on or prior to such date, and/or (C) Permitted Equipment Leases; provided however, the aggregate amount of the indebtedness described in (B) and (C) shall not exceed at any time two percent (2%) of the outstanding principal amount of the Loan. No indebtedness other than the Loan may be secured (subordinate or *pari passu*) by the Property;

(8) (a) fail to maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates and any constituent party, (b) list its assets as assets on the financial statement of any other Person; provided, however, that Company's assets may be included in a consolidated financial statement of its affiliates provided that (1) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of Company and such affiliates and to indicate that Company's assets and credit are not available to satisfy the debts and other obligations of such affiliates or any other Person and (2) such assets shall be listed on Company's own separate balance sheet or (c) fail to maintain its books, records, resolutions and agreements as official records;

(9) enter into any contract or agreement with any general partner, member, shareholder, principal or affiliate, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties;

(10) 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 other Person;

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(11) assume or guaranty the debts of any other Person, hold itself out to be responsible for the debts of any other Person, or otherwise pledge its assets for the benefit of any other Person or hold out its credit as being available to satisfy the obligations of any other Person;

(12) make any loans or advances to any Person;

(13) fail to file its own tax returns (unless prohibited by applicable law from doing so);

(14) fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name or fail to correct any known misunderstanding regarding its separate identity;

(15) 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 (to the extent there exists sufficient cash flow from the Property to do so after the payment of all operating expenses and scheduled principal and/or interest payments under the Loan and shall not require any equity owner to make additional capital contributions to Company);

(16) without the unanimous written consent of all of its partners or members, as applicable (a) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any creditors rights laws, (b) seek or consent to the appointment of a receiver, liquidator or any similar official, (c) take any action that might cause such entity to become insolvent, or (d) make an assignment for the benefit of creditors;

(17) fail to allocate shared expenses (including, without limitation, shared office space) or fail to use separate stationery, invoices and checks;

(18) fail to remain solvent, to pay its own liabilities (including, without limitation, salaries of its own employees) from its own funds or fail to maintain a sufficient number of employees in light of its contemplated business operations (in each case to the extent there exists sufficient cash flow from the Property to do so); or

(19) acquire obligations or securities of its partners, members, shareholders or other affiliates, as applicable.

#### C. INDEMNIFICATION

Notwithstanding anything to the contrary contained herein, any indemnification of the Company's directors and officers is hereby fully subordinated to any obligations respecting the Property (including, without limitation, the Loan and any mortgage or deed of trust securing such Loan (the "Mortgage")) and such indemnification shall not constitute a claim against the Company in the event that cash flow necessary to pay holders of such obligations is insufficient to pay such obligations.

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**D. CERTAIN PROHIBITED ACTIVITIES**

For so long as the Mortgage exists on any portion of the Property, no amendment of this Article IX relating to special purpose provisions of this operating agreement may be made without first obtaining approval of the mortgagee holding the Mortgage on any portion of the Property, or, after the securitization of the Loan, only if the Company receives (i) confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating and (ii) approval of such amendment by the mortgagee holding the Mortgage."

This Amendment was adopted by the all of the directors and shareholders of the Corporation on December 21, 2012.

**LAKEHURST STORAGE, INC.**

By:   
Wm. Michael Mikkelsen, Secretary

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