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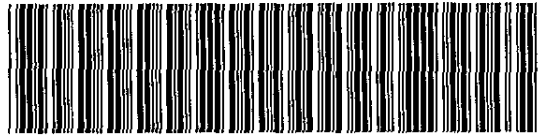
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 247376 8900A

AUTHORIZATION

Patricia Pizute

COST LIMIT : \$ 35.00

ORDER DATE : March 9, 2005

ORDER TIME : 11:18 AM

ORDER NO. : 247376-010

CUSTOMER NO: 8900A

CUSTOMER: Joseph M. Balocco, Esq
Joseph M. Balocco, Esq
1323 S.e. Third Avenue

Fort Lauderdale, FL 33316

DOMESTIC AMENDMENT FILING

NAME: FLAGLER SOUTH, INC.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Darlene Ward -- EXT# 2935

EXAMINER'S INITIALS: _____

AMENDMENT TO
ARTICLES OF INCORPORATION OF FLAGLER SOUTH, INC.

The following Amendment to the Articles of Incorporation of Flagler South, Inc., a Florida corporation, was submitted and approved at a joint special meeting of the Board of Directors and Stockholders of said corporation held on the 28 day of February, 2005, and there at proposed by the Board of Directors to the Stockholders and duly approved at said meeting:

AMENDMENT: The Articles of Incorporation of Flagler South, Inc. are hereby amended in the following respect:

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 Flagler South, Inc. (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 Best Florida Mini Storage II together with all tenant leases thereon, situated in 1201 N Flagler Drive, Fort Lauderdale, FL 33304 (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, partners or members, as applicable, 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) 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;
- (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, partners, or managers or members, as applicable, 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 members and at least one member remains, the Company shall not dissolve, and if any member is not a special purpose entity, the Company shall continue its existence (and not dissolve) for so long as a solvent member 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.

9. — All other provisions of the Articles of Incorporation not specifically amended hereby shall remain in full force and effect.

CERTIFICATE OF STOCKHOLDERS' APPROVAL

WE HEREBY CERTIFY that the Minutes of the joint special meeting of the Board of Directors and Stockholders of Flagler South, Inc., a Florida corporation, held on 28 day of February, 2005, reflect that the above Amendment to the Articles of Incorporation was approved by the Stockholders by a majority vote in accordance with the By-Laws of the Corporation.

WITNESSES AS TO BOTH:

Vicki Summers
Evette Arguinzone

Arvid Albanese, President
Arvid Albanese, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on the 8th day of March, 2005, personally appeared before me, the undersigned authority, the aforementioned individuals being the President and Secretary, respectively, of Flagler South, Inc., a Florida corporation, to me well known and known to be the persons who signed the above Amendment to the Articles of Incorporation and who acknowledged to me that they executed the foregoing as Officers of the corporation for the purpose of obtaining an Amendment to the Articles of Incorporation as hereinabove set forth and who produced valid Florida Driver's License as identification and who did not take an oath.

Evette Arguinzone
Notary Public
My Commission Expires:

