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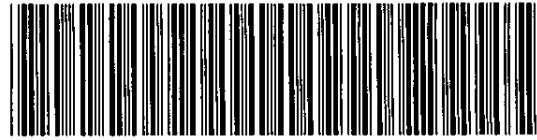
(Business Entity Name)

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15 MAY 19 AM 10:57

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MAY 20 2014

C. CARROTHERS

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 633993 8704A

AUTHORIZATION

COST LIMIT : \$ 35.00

ORDER DATE : May 19, 2015

ORDER TIME : 10:20 AM

ORDER NO. : 633993-005

CUSTOMER NO: 8704A

DOMESTIC AMENDMENT FILING

NAME: ALL AIR CONDITIONED SELF
STORAGE, INC.

EFFECTIVE DATE:

ARTICLES OF AMENDMENT
XX RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
XX PLAIN STAMPED COPY
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Lydia Cohen -- EXT# 62974

EXAMINER'S INITIALS: _____

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ALL AIR CONDITIONED SELF STORAGE, INC.**

Pursuant to Florida Statute 607.1007 and Article XI of the originally filed Articles of Incorporation of this corporation, the undersigned President and Director, Genevieve Weinkle hereby acknowledges and files the affirmed, approved and adopted AMENDED AND RESTATED ARTICLES OF INCORPORATION OF ALL AIR CONDITIONED SELF STORAGE, INC. No other articles of incorporation for said corporation are in effect from the date of adoption and filing.

ARTICLE I

Name and Address

The name and address of the corporation is ALL AIR CONDITIONED SELF STORAGE, INC. located at 2745 Lake Worth Road, Lake Worth, Florida 33461.

ARTICLE II

Duration

This corporation shall exist perpetually from the first filing of the original articles of incorporation on August 10, 1992, as indicated in the records of the Secretary of State, Division of Corporations, unless sooner dissolved according to law.

ARTICLE III

PURPOSE

This corporation is formed for the purpose of conducting any lawful business.

Notwithstanding any provision hereof to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the corporation is to engage solely in the following activities:

1. acquiring, developing, owning, holding, selling, leasing, mortgaging, transferring, exchanging, managing and operating that certain parcel of real property together with all improvements located thereon, in Palm Beach County, State of Florida commonly known as 2745 Lake Worth Road, Lake Worth, FL (collectively, the "Property") and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing;

2. To exercise all powers enumerated in the Corporation of the State of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

ARTICLE IV

Capital Stock

This corporation is authorized to issue ten thousand (10,000) shares of One

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TALLAHASSEE, FLORIDA

and No/100 dollars (\$1.00) par value capital stock, which shall be designated as "common shares." The entire voting power for the election of directors and for all other purposes shall be in the holders of outstanding common shares.

All the shares of such common stock shall be paid by any lawful means and in any lawful manner.

ARTICLE V REGISTERED AGENT AND ADDRESS

The name and address of the registered agent remains:

Genevieve Weinkle, 2745 Lake Worth Road, Lake Worth, FL 33461.

ARTICLE VI BOARD OF DIRECTORS

This corporation shall have at least one director. The number of directors may be either increased or diminished from time to time by amendment to the Bylaws adopted by the stockholders. At any time after incorporation, the stockholders may, by a majority vote, determine that the corporation be managed by the stockholders. The directors remain:

Genevieve Weinkle
2745 Lake Worth Road
Lake Worth, FL 33461

Melissa Palomares
2745 Lake Worth Road
Lake Worth, FL 33461

ARTICLE VII SUBSCRIBER Not Applicable

ARTICLE VIII BYLAWS

In furtherance and not in limitation of the powers conferred by the laws of the State of Florida and the United States of America, the Board of Directors is expressly authorized to frame and adopt any such Bylaws for the corporation as are not inconsistent with the laws of the State of Florida or the United States of America or these Articles of Incorporation. With the exception of fixing the number of directors of the corporation, the Board of Directors is expressly authorized, without the assent of the stockholders, to add to, delete from or otherwise amend the Bylaws of the corporation.

ARTICLE IX INDEMNIFICATION AND LIMITATION OF LIABILITY

The corporation shall indemnify any officer or director, or any former officer or director of the corporation, to the full extent permitted by law. The

private property of the stockholders shall not, unless otherwise permitted by law, be subject to the payment of the corporate debts to any extent whatsoever. The corporation shall have a first lien on the shares of its stockholders and upon dividends due them for any indebtedness of such stockholders to the corporation.

ARTICLE X WORKING CAPITAL

The Board of Directors shall have the authority to fix any amount which in its discretion need be reserved as working capital of the corporation.

ARTICLE XI AMENDMENT

The Board of Directors shall have the authority to fix any amount which in its discretion need be reserved as working capital of the corporation.

ARTICLE XII SINGLE PURPOSE ENTITY SEPARATENESS

(a) Notwithstanding anything to the contrary contained herein, for so long as that certain first mortgage loan ("Loan") with Rialto Mortgage Finance, LLC (together with its successors and/or assigns "Lender") to All Air Conditioned Self Storage, Inc. ("Company"), pursuant to that certain Loan Agreement (the "Loan Agreement") by and between Company and Lender, remains outstanding, in the event of any conflict between the provisions contained in this Section and the other provisions of this Agreement, the provisions of this Section shall control and govern. All terms within this Section shall have the meaning ascribed to them in the certain Loan Agreement.

(b) Company has not, and for so long as the Loan shall remain outstanding, Company shall not:

(i) engage in any business or activity unrelated to the acquisition, development, ownership, management or operation of the Property;

(ii) own any assets other than (A) the Property, (B) such incidental Personal Property as may be necessary for the operation of the Property;

(iii) engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, sale of all or substantially all of its assets;

(iv) fail to 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 and will not without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of its Organizational Documents, or consent to or suffer the amendment, modification, termination or breach of any of the Organizational Documents;

(v) own any subsidiary or make any investment in, any person or entity;

(vi) commingle its assets with the assets of any of its general partners, managing members, shareholders, Affiliates, principals or of any other person or entity;

(vii) incur any Indebtedness, other than the following: (i) the Debt and (ii) unsecured trade payables and operational debt not evidenced by a note and in an aggregate amount not exceeding

one percent (1%) of the original principal amount of the Loan at any one time; provided that any Indebtedness incurred pursuant to clause (ii) shall be (A) outstanding not more than sixty (60) days and (B) incurred in the ordinary course of business. No Indebtedness, other than the Debt, may be secured (senior, subordinate or pari passu) by the Property;

(viii) fail to maintain its financial statements, accounting records, bank accounts and other entity documents separate and apart from those of the partners, members, shareholders, principals and Affiliates of such entity, and will not permit its assets to be listed as assets on the financial statement of any other entity except that such entity's financial position, assets, results of operations and cash flows may be included in the consolidated financial statements of an Affiliate of such entity in accordance with GAAP; provided, however, that any such consolidated financial statement shall contain a note indicating that its separate assets and liabilities are neither available to pay the debts of the consolidated entity nor constitute obligations of the consolidated entity;

(ix) enter into or be a party to any contract or agreement with any general partner, managing member, shareholder, principal or Affiliate of Borrower, any Guarantor, or any general partner, managing member, shareholder, principal or Affiliate thereof, 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 third parties;

(x) 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;

(xi) make any loans to any third party;

(xii) fail to hold itself out and identify itself to the public as a legal entity separate and distinct from any other Person;

(xiii) fail to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that such entity is responsible for the debts of any third party (including any general partner, managing member, shareholder, principal or Affiliate of such entity, but not including any Single Purpose Entity limited partnership of which such entity is expressly permitted to be a general partner in accordance with the terms hereof);

(xiv) fail to endeavor to remain solvent and pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;

(xv) fail to endeavor 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;

(xvi) fail to file its own tax returns, if any, as may be required under applicable law, to the extent such entity is (1) not part of a consolidated group filing a consolidated return or returns or (2) not treated as a division solely for tax purposes of another taxpayer, and has paid and will pay any taxes so required to be paid under applicable law;

(xvii) fail to allocate fairly and reasonably any overhead expenses that are shared with an Affiliate, including paying for office space and services performed by any employee of an Affiliate;

(xviii) fail to maintain a sufficient number of employees, if any, in light of its contemplated business operations and pay the salaries of its own employees from its own funds;

(xix) fail to correct any known misunderstanding regarding the separate identity of such entity;

(xx) fail to hold its assets in its own name and has conducted and will conduct its business in its own name;

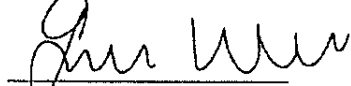
- (xxi) fail to pay its own liabilities and expenses;
- (xxii) fail to observe all corporate, limited liability company or limited partnership formalities, as applicable;
- (xxiii) assume or guarantee or become obligated for the debts of any other Person or hold out its credit as being available to satisfy the obligations of any other Person;
- (xxiv) acquire obligations or securities of its partners, members or shareholders or any other Affiliate;
- (xxv) fail to maintain and use separate stationery, invoices and checks bearing its name;
- (xxvi) pledge its assets for the benefit of any other Person;
- (xxvii) have any obligation to, and will not, indemnify its partners, officers, directors or members, as the case may be, unless such an obligation is fully subordinated to the Debt and will not constitute a claim against it in the event that cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation;
- (xxviii) have any of its obligations guaranteed by any Affiliate; of such entity;
- (xxix) fail to comply with all of the terms and provisions contained in its Organizational Documents;
- (xxx) fail to continue to act in a manner to make the statement of facts contained in its Organizational Documents true and correct;
- (xxxi) fail to continue to consider the interests of its creditors in connection with all actions;
- (xxxii) intentionally omitted;
- (xxxviii) the Organizational Documents of such entity shall from and after the date hereof provide that such entity will not (and such entity agrees that it will not), without (i) the unanimous consent of its board of directors or managers, or (ii) if such entity is a limited liability company with a SPC Party or a limited partnership, the unanimous consent of the board of directors or managers, (A) 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, (B) seek or consent to the appointment of a receiver, liquidator or any similar official for such entity or a substantial portion of its assets or properties, (C) take any action that might cause such entity to become insolvent, (D) make an assignment for the benefit of creditors, (E) admit in writing such entity's inability to pay its debts generally as they become due, (F) declare or effectuate a moratorium on the payment of any obligations, or (G) take any action in furtherance of any of the foregoing;
- (xxxix) the Organizational Documents of such entity shall provide an express acknowledgment that Lender is an intended third-party beneficiary of the "special purpose" and "separateness" provisions of such Organizational Documents.

IN WITNESS WHEREOF, the undersigned Director and President hereby files the affirmed, approved and adopted AMENDED AND RESTATED ARTICLES OF INCORPORATION OF ALL AIR CONDITIONED SELF STORAGE, INC.

The duly adopted restated articles of incorporation supersede the original articles of incorporation and all amendments to them.

The amendments were adopted by the shareholders and the number of votes

cast were sufficient for approval.



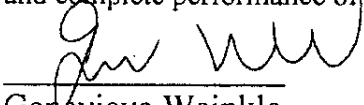
Genevieve Weinkle

President and Director

Date of signing and adoption: 5/19/15

ACCEPTANCE OF REGISTERED AGENT

Having been previously named to accept service of process for the above stated corporation, at the place designated in these Articles, the undersigned reaffirms her acceptance and understanding with the duties and obligations of registered agent and agrees to act in this capacity, and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of her duties.



Genevieve Weinkle

President and Director

Date: 5/19/15