

F04000004617

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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(Business Entity Name)

(Document Number)

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JUN 24 10 17

FILED

JUN 25 2018

T. L'NEUX

#1 on Check 4/35/742

## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** BJ REED, INC

Name of Corporation

**DOCUMENT NUMBER:** F04000004617

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

DWAYNE WEST

Name of Contact Person

GS&P III, INC.

Firm/Company

222 SECOND AVENUE SOUTH, SUITE 1400

Address

NASHVILLE, TN 37201

City/State and Zip Code

dwayne.west@greshamsmith.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Dwayne West

Name of Contact Person

at ( 615 ) 770-8100

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$35.00 Filing Fee

☐ \$43.75 Filing Fee &  
Certificate of Status

☐ \$43.75 Filing Fee &  
Certified Copy  
(Additional copy is  
enclosed)

☒ \$52.50 Filing Fee,  
Certificate of Status &  
Certified Copy  
(Additional copy is  
enclosed)

**Mailing Address:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

June 11, 2019

DWAYNE WEST  
222 SECOND AVE S STE 1400  
NASHVILLE, TN 37201

SUBJECT: BJ REED, INC.  
Ref. Number: F04000004617

We have received your document for BJ REED, INC. and your check(s) totaling \$140.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

A foreign corporation which has changed its name, duration, jurisdiction, or purpose (nonprofit corporation only), should file an amended application. The amendment should be filed after the occurrence of such a change within 30 days for a not for profit corporation and within 90 days for a profit corporation. The form should be accompanied by an original certificate from the domicile state issued within the past 90 days evidencing the change and a filing fee of \$35.

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) 245-6050.

Tracy L Lemieux  
Regulatory Specialist II

Letter Number: 319A00011649

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2019 JUN 25 AM 11:15

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www.sunbiz.org

**PROFIT CORPORATION**  
**APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO**  
**APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA**  
(Pursuant to s. 607.1504, F.S.)

**SECTION I**  
**(1-3 MUST BE COMPLETED)**

F04000004617

(Document number of corporation (if known))

1. BJ REED, INC.

(Name of corporation as it appears on the records of the Department of State)

2. TENNESSEE

(Incorporated under laws of)

3. 08/12/2004

(Date authorized to do business in Florida)

**SECTION II**  
**(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)**

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? SEPTEMBER 2018

5. GS&P III, INC.

(Name of corporation after the amendment, adding suffix "corporation," "company," or "Incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

6. If the amendment changes the period of duration, indicate new period of duration.

PERPETUAL

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

TENNESSEE

(New jurisdiction)

8. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.

K. Dwayne West  
(Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)

K DWAYNE WEST

(Typed or printed name of person signing)

SECRETARY

(Title of person signing)



**Tre Hargett**  
Secretary of State

**Division of Business Services**  
**Department of State**

State of Tennessee  
312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102

PAT BARTROM, GRESHAM SMITH  
SUITE 1400  
222 SECOND AVENUE SOUTH  
NASHVILLE, TN 37201

June 3, 2019

Request Type: Certificate of Existence/Authorization  
Request #: 0318325

Issuance Date: 06/03/2019  
Copies Requested: 1

Document Receipt

Receipt #: 004840747 Filing Fee: \$20.00  
Payment-Credit Card - State Payment Center - CC #: 3759572837 \$20.00

Regarding: GS&P III, Inc.  
Filing Type: For-profit Corporation - Domestic Control #: 182475  
Formation/Qualification Date: 12/30/1986 Date Formed: 12/30/1986  
Status: Active Formation Locale: TENNESSEE  
Duration Term: Perpetual Inactive Date:  
Business County: DAVIDSON COUNTY

**CERTIFICATE OF EXISTENCE**

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

GS&P III, Inc.

- \* is a Corporation duly incorporated under the law of this State with a date of incorporation and duration as given above;
- \* has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;
- \* has filed the most recent annual report required with this office;
- \* has appointed a registered agent and registered office in this State;
- \* has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

  
Tre Hargett  
Secretary of State

Processed By: Cert Web User

Verification #: 033565825



**Tre Hargett**  
Secretary of State

**Division of Business Services**  
**Department of State**

**State of Tennessee**  
312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102

GS&P III, Inc.  
APT 1400  
222 2ND AVE S  
NASHVILLE, TN 37201-2373

September 28, 2018

**Filing Acknowledgment**

Please review the filing information below and notify our office immediately of any discrepancies.

**Control # : 182475**      **Status: Active**

**Filing Type: For-profit Corporation - Domestic**

**Document Receipt**

Receipt # : 004310947

Filing Fee: \$20.00

Payment-Account - #23391 CFS-1, NASHVILLE, TN

\$20.00

**Amendment Type: Amended and Restated Formation Documents**

**Image # : B0592-3283**

**Filed Date: 09/28/2018 3:10 PM**

This will acknowledge the filing of the attached amended and restated formation document with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above.

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

Tre Hargett  
Secretary of State

Processed By: Adam Harrer

Field Name	Changed From	Changed To
Filing Name	BJR, INC.	GS&P III, Inc.
Shares of Stock	100	100,000
Registered Agent #	0641191	0721393
Registered Agent First Name	KRIS	KRISTOPHER

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whether formal or informal (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a limited liability company, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "Indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Tennessee Business Corporation Act, as in effect on the date hereof, or as may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including but not limited to counsel fees, judgments, fines, ERISA, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that any advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise; the indemnitee furnishes the Corporation with a written affirmation of his good faith belief that he has met the standards for indemnification under the Tennessee Business Corporation Act; and a determination is made that the facts then known to those making the determination would not preclude indemnification.

(d) Right to Indemnify. The Corporation may indemnify and advance expenses to an employee or agent who is not a director or officer to the same extent as to a director or officer by specific action of its Board of Directors or by contract.

(e) Advancement of Expenses. Except in cases where a majority of the entire Board of Directors resolves to the contrary, it shall be the policy of the Corporation to advance expenses to any director, officer, employee or agent who has a good faith claim to indemnification and who has complied with the requirements of the last sentence of subsection (c) of this Section 7 as to qualifying for advancement of expenses.

(f) No Limitation. The rights to indemnification and to the advancement of expenses conferred by this section and its subparts, and all other indemnification rights specified in this charter, shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, this charter, bylaw, agreement, vote of shareholders or disinterested directors or otherwise.



(g) Power to Purchase Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Business Corporation Act.

(h) Effect of Future Repeal or Amendment. Any repeal or modification of any provision of the indemnification and related provisions of this charter by the shareholders or by the Board of Directors of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

(i) If the Tennessee Business Corporation Act is amended after approval of this section to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Business Corporation Act, as so amended.

8. Preemptive Rights. The Corporation elects not to have preemptive rights.

9. Removal of Directors. Any or all of the directors of the Corporation may be removed for cause by a vote of a majority of the entire Board of Directors and with or without cause by a proper vote of the shareholders. "Cause" shall include, but not be limited to, a director willfully or without reasonable cause being absent from any regular or special meeting for the purpose of obstructing or hindering the business of the Corporation.

10. Action by Shareholders. Any action required or permitted to be taken by the shareholders of the Corporation may be effected at a duly called annual or special meeting of the shareholders of the Corporation or by a written resolution in lieu of a meeting signed by the shareholders representing the minimum number of affirmative votes required for such action at a meeting in accordance with Section 48-17-104 of the Tennessee Business Corporation Act.

11. Opt-In. To the maximum extent permitted by law, the Corporation hereby opts into the protections provided to it and to its shareholders pursuant to the Tennessee Business Combination Statutes, as that term is defined in this charter.

(a) In connection with any transaction that is, or that could reasonably be considered to be, covered by any of the Tennessee Business Combination Statutes, or which involves any business combination, merger, consolidation, share exchange, tender offer, exchange offer, liquidation, distribution, sale of all or a material part of the Corporation's assets, or comparable transaction (any and all of which may be referred to in this charter as a "Change in Control Transaction", as that term is defined in this charter), the Board of Directors, when evaluating any offer or proposal of another party that would or could result in a Change in Control Transaction, shall, in determining what is in the best interests of the Corporation and its shareholders, give due consideration to all factors deemed relevant by it under the circumstances then and there prevailing, including without limitation: (a) the short-term and long-

term community, financial, social and economic effects on the employees, customers, shareholders and other stakeholders and constituencies of the Corporation and its subsidiaries, and on the communities within which the Corporation and its present or future subsidiaries operate; (b) the consideration being offered by the other party in relation to the then-current value of the Corporation in a freely negotiated transaction and in relation to the Board of Directors' then-estimate of the future value of the Corporation as an independent entity; and (c) the impact of any such Change in Control Transaction on the long-term and strategic plans of the Corporation. The Board of Directors shall not be required to quantify or assign weight or value to any particular component of its decision-making process.

(b) Express Limitation of Liability. In connection with any proposed, potential, or actual Change in Control Transaction, neither the Corporation nor any of its officers or directors may be held liable for:

(i) Failing to approve the acquisition of shares of the Corporation's capital stock by an Interested Shareholder on or before the date the shareholder acquired such shares;

(ii) Seeking to enforce or implement the provisions of Tennessee law, the Corporation's charter, the Corporation's bylaws, and/or any of the Corporation's contractual agreements, including any applicable shareholder rights agreement(s);

(iii) Failing to adopt or recommend any charter or bylaw amendment or provision relating to provisions of Tennessee law including, without limitation, applicable provisions of one or more of the Tennessee Business Combination Statutes; or failing to redeem, recommend the redemption, or support the redemption of any shareholders rights agreement(s) applicable to the Corporation or its capital stock; and/or

(iv) Opposing any Change in Control Transaction because of a good faith belief that such transaction would adversely affect the Corporation's employees, customers, suppliers, stakeholders and/or other constituencies of the Corporation and/or any one or more of its present or future subsidiaries and/or any one or more of the communities in which the Corporation or any of its present or future subsidiaries operate, or any other factor deemed relevant by the Board of Directors under the circumstances.

(c) Certain Definitions. As used in this charter, the terms listed below shall have the meanings ascribed to them in this section:

(i) The term "Affiliate" shall have the meaning ascribed to that term in T.C.A. § 48-103-203 as in effect on the date hereof.

(ii) The term "Associate" shall have the meaning ascribed to that term in T.C.A. § 48-103-203 as in effect on the date hereof.

(iii) The term "business combination" shall have the meaning ascribed to that term in T.C.A. § 48-103-203 as in effect on the date hereof.

(iv) A "Change in Control Transaction" is any transaction or series of transactions (a) that is or is proposed to be a "business combination" as that term is defined in T.C.A. § 48-103-203 as in effect on the date hereof, or (b) does or could be considered to be subject to any of the Tennessee Business Combination Statutes, or (c) which involves any business combination, merger, consolidation, share exchange, tender offer, exchange offer, full or partial liquidation, distribution, sale of all or a material part of the Corporation's assets, or any comparable transaction;

(v) The term "Interested Shareholder" shall have the meaning ascribed to that term in T.C.A. § 48-103-203 as in effect on the date hereof. This term shall be deemed to include the Associates and Affiliates of such persons;

(vi) The term "stakeholder" means each, and all of the following: shareholders, employees, customers, shareholders and other constituencies of the Corporation and its subsidiaries, and on the communities within which the Corporation and its present or future subsidiaries operate; and

(vii) The term "Tennessee Business Combination Statutes" means the Tennessee Investor Protection Act, to the extent now or hereinafter applicable to the Corporation (T.C.A. Section 48-103-101, et seq.), the Tennessee Business Combination Act (T.C.A. Section 48-103-201, et seq.), and the Tennessee Authorized Corporation Protection Act (T.C.A. Section 48-103-401, et seq.), all as the same may be amended, supplemented and/or recodified from time to time.

12. Exclusive Forum. The Court of Chancery of the State of Tennessee (the "Court of Chancery") shall be the sole and exclusive forum for any shareholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or employee of the Corporation to the Corporation or the Corporation's shareholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the TBCA or this charter or the Corporation's Bylaws, as amended, or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine. For the avoidance of doubt, any person purchasing or otherwise acquiring any interest in any shares of stock of the Corporation shall be deemed to have notice of, and consented to the provisions of, this Section 12. If any provision or provisions of this Section 12 shall be held to be invalid, illegal or unenforceable as applied to any person or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Section 12 (including, without limitation, each portion of any sentence of this Section 12 containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons and circumstances shall not in any way be affected or impaired thereby.

13. Savings Clause. Should any provision of this charter, or any clause hereof, be held to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions and clauses of this charter shall remain valid and fully enforceable and any court considering the validity hereof is respectfully requested to interpret and apply this charter to effectuate its purpose of providing the Board of Directors with the greatest possible latitude to exercise its collective business judgment and to protect the interests of shareholders and other stakeholders in the Corporation.

14. Powers. This Corporation shall have all the powers granted to corporations under the Tennessee Business Corporation Act.

15. S-Corporation. The Corporation elects to be taxed as an "S" corporation for purposes of the federal income tax on corporations.

Pursuant to the provisions of Section 48-20-107 of the Tennessee Business Corporation Act, this Amended and Restated Charter was duly approved and adopted unanimously by the shareholders of the Corporation on SEPTEMBER 20, 2018 by written consent in lieu of a meeting of the shareholders

Dated: September 20, 2018

GS&P III, Inc. (formerly BJR, Inc.)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Tre Hargett**  
Secretary of State

**Division of Business Services**  
**Department of State**

State of Tennessee  
312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102

GRESHAM SMITH  
STE 1400  
222 2ND AVE S  
NASHVILLE, TN 37201-2373

June 18, 2019

**Control # 182475**

Effective Date: 09/28/2018

Receipt # : 4874999

Filing Fee: \$20.00

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**CERTIFICATE OF NAME CHANGE**

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that Articles of Amendment of **BJR, INC.** were filed in this office on the effective date noted above, changing the name to **GS&P III, Inc.**

Tre Hargett  
Secretary of State

Processed By: Danielle Howell