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Account Name : AKERMAN SENTERFITT & EIDSON
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LIMITED LIABILITY COMPANY

Baymeadows Business Center, LLC

Certificate of Status	1
Certified Copy	1
Page Count	07
Estimated Charge	\$160.00

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**ARTICLES OF ORGANIZATION FOR
BAYMEADOWS BUSINESS CENTER, LLC
A FLORIDA LIMITED LIABILITY COMPANY
ORGANIZED UNDER CHAPTER 608, FLORIDA STATUTES (2000)
AS AMENDED**

ARTICLE ONE: NAME AND ADDRESS

The name of the Company and the mailing address of the principal office of the Company are:

Baymeadows Business Center, LLC
One Independent Drive, Suite 114
Jacksonville, Florida 32202

ARTICLE TWO: REGISTERED AGENT

The name and street address of the initial registered agent of the Company is:

William G. Evans
One Independent Drive, Suite 114
Jacksonville, Florida 32202

ARTICLE THREE: DURATION

The period of duration for the Company shall be perpetual, until dissolved in accordance with the terms of Article Six hereof and such operating agreement as may be entered into among the Members.

ARTICLE FOUR: MANAGEMENT

The Company shall be managed by the Managing Member. The name and address of the Managing Member is:

ACP-JRL PARTNERSHIP, LTD
A Florida Limited Partnership
201 East Pine Street, Suite 701
Orlando, Florida 32801

ARTICLE FIVE: PURPOSE

The Company's business and purpose shall consist solely of the following:

- (i) To acquire a membership interest in and act as the Managing Member of U.S. 1 Office and Distribution Center, L.L.C. (the "LLC"), which is engaged solely in the ownership, operation and management of the real estate project known as the

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Baymeadows Business Center located at 8226 Philips Highway, Jacksonville, Duval County, Florida (the "Property"), pursuant to and in accordance with these Articles of Organization and the LLC's Articles of Organization; and

(ii) to engage in such other lawful activities permitted to limited liability companies by the Limited Liability Company Act of the State of Florida as are incidental, necessary or appropriate to the foregoing.

ARTICLE SIX: LIMITATIONS.

Notwithstanding any other provision of these Articles and any provision of law that otherwise so empowers the Company, the Company shall not, without the unanimous consent of the Members, do any of the following:

- (i) engage in any business or activity other than those set forth in Article Five or cause or allow the LLC to engage in any business or activity other than as set forth in its Articles of Organization;
- (ii) incur any indebtedness or assume or guaranty any indebtedness of any other entity, other than the first lien mortgage indebtedness incurred in connection with the refinancing of the Property (the "Mortgage"), indebtedness permitted thereunder and normal trade accounts in the ordinary course of business payable within 60 days and not to exceed in the aggregate 5% of the Mortgage;
- (iii) cause the LLC to incur any indebtedness or to assume or guaranty any indebtedness of any other entity, other than the Mortgage, indebtedness permitted thereunder, and normal trade accounts payable in the ordinary course of business;
- (iv) dissolve or liquidate, in whole or in part;
- (v) cause or consent to the dissolution or liquidation, in whole or in part, of the LLC;
- (vi) consolidate or merge with or into any other entity or convey or transfer or lease its property and assets substantially as an entirety to any entity;
- (vii) cause the LLC to consolidate or merge with or into any other entity or to convey or transfer or lease its Property and assets substantially as an entirety to any entity;
- (viii) with respect to the Company or the LLC, institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution or bankruptcy or insolvency proceedings against it, or file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar

official) of the Company or the LLC or a substantial part of property of the Company or the LLC, or make any assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take corporate action in furtherance of any such action;

- (ix) amend Articles Five, Six or Seven of these Articles of Organization or approve an amendment to Articles Three, Six, Seven, Eight or Nine of the Articles of Organization governing the LLC; or
- (x) withdraw as a member of the LLC.

In addition to the foregoing, so long as any obligation secured by the Mortgage remains outstanding and not discharged in full, the Company shall not, without the written consent of the holder of the Mortgage, take any action set forth in items (i) through (vii) and items (ix) and (x).

ARTICLE SEVEN: SEPARATENESS/OPERATIONS MATTERS.

The Company shall:

- (a) maintain books and records and bank accounts separate from those of any other person;
- (b) maintain its bank accounts and all its other assets separate from those of any other person or entity;
- (c) hold regular meetings, as appropriate, to conduct the business of the Company, and observe all customary organizational and operational formalities;
- (d) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (e) prepare separate tax returns and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group;
- (f) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates;
- (g) transact all business with affiliates on an arm's-length basis and to enter into transactions with affiliates on a commercially reasonable basis;
- (h) conduct business in its own name, and use separate stationery, invoices and checks;
- (i) not commingle its assets or funds with those of any other person;
- (j) not assume, guarantee or pay the debts or obligations of any other person;
- (k) pay its own liabilities and expenses only out of its own funds;

- (l) pay salaries of its own employees from its own funds;
- (m) maintain sufficient number of employees in light of its contemplated business operations;
- (n) not hold out its credit as being available to satisfy the obligations of any other person or entity;
- (o) not acquire the obligations or securities of its affiliates or owners, including partners, members or shareholders, as appropriate;
- (p) not make loans to any other person or entity or to buy or hold evidence of indebtedness issued by any other person or entity (other than cash and investment grade securities);
- (q) not pledge its assets for the benefit of any other person or entity other than the holder of the Mortgage;
- (r) correct any known misunderstanding regarding its separate identity;
- (s) not identify itself as a division of any other person or entity; and
- (t) maintain adequate capital in light of its contemplated business operations.

**ARTICLE EIGHT: EFFECT OF BANKRUPTCY, DEATH OR
INCOMPETENCY OF A MEMBER.**

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such Member shall have all the rights of such Member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute Member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company Interest shall, to the extent permitted by applicable law, be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Member.

ARTICLE NINE: INDEMNIFICATION

(a) The Company shall indemnify any person who is or was a party, or who is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including all appeals, by reason of the fact that he or she is or was a Member, Managing Member or employee of the Company, or is or was serving at the request of the Company as a director, trustee, officer or employee of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against any and all expenses (including reasonable attorneys' fees), judgments, decrees, fines, penalties and amounts paid in settlement, which were actually and reasonably

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incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the Company.

(b) The foregoing indemnification shall not apply in the case of an action, suit or proceeding incurred by one or more Members of the Company, if the claim, matter or issue raised therein is determined by a court of competent jurisdiction to have resulted from the negligence or misconduct of the Member(s) seeking indemnification; provided, however, that such indemnification shall nonetheless apply if, in view of all of the circumstances of the case, such court shall determine that such Member(s) acted fairly and reasonably entitled to indemnification, with respect to such expenses, judgments, decrees, fines, penalties and amounts paid in settlement as determined by the court.

(c) Expenses of each person indemnified hereunder, incurred in defending against a civil, criminal, administrative or investigative action, suit or proceeding (including all appeals), or threat thereof, may be paid by the Company in advance of the final disposition of such action, suit or proceeding, as authorized by a majority in interest of the Members, upon receipt of an undertaking by such person to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Company.

IN WITNESS WHEREOF, these Articles of Organization were duly executed and are being filed in accordance with Section 608.411(3) F.S.

RAYMEADOWS BUSINESS CENTER, LLC

By: ACP-JEL PARTNERSHIP, LTD., a Florida
limited partnership, Managing Member

By: LAURICH, INC., a Florida corporation
its General Partner

By: JAMES E. THISTAND, its President

By: WILLIAM G. EVANS, individually as
a Member

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CAPITAL PARTNERS

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REGISTERED AGENT ACCEPTANCE

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

By: 
William G. Evans, individually

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(Date)

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