

L 080000 97626

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

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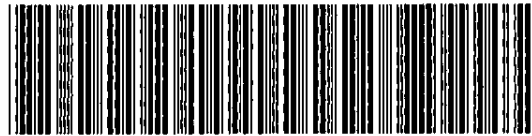
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

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DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

B. KOHR

OCT 16 2008

EXAMINER



UCC FILING & SEARCH SERVICES, INC.  
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(850) 681-6528

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October 16, 2008

**CORPORATION NAME (S) AND DOCUMENT NUMBER (S):**

ICC Norfolk Flexxoffice 9 Manager, LLC

**Filing Evidence**

- ☐ Plain/Confirmation Copy
- ☒ Certified Copy

**Type of Document**

- ☐ Certificate of Status
- ☒ Certificate of Good Standing
- ☐ Articles Only
- ☐ All Charter Documents to Include Articles & Amendments
- ☐ Fictitious Name Certificate
- ☐ Other

**Retrieval Request**

- ☐ Photocopy
- ☐ Certified Copy

File 3rd

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NEW FILINGS	
	Profit
	Non Profit
X	Limited Liability
	Domestication
	Other - LP

AMENDMENTS	
	Amendment
	Resignation of RA Officer/Director
	Change of Registered Agent
	Dissolution/Withdrawal
	Merger

OTHER FILINGS	
	Annual Reports
	Fictitious Name
	Name Reservation
	Reinstatement

REGISTRATION/QUALIFICATION	
	Foreign
	Limited Liability
	Reinstatement
	Trademark
	Other

**ARTICLES OF ORGANIZATION  
OF  
ICC NORFOLK FLEXXOFFICE 9 MANAGER, LLC  
a Florida limited liability company**

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CLERK OF STATE  
TALLAHASSEE, FLORIDA

The undersigned, in forming a Florida limited liability company (the "Company") under the Florida Limited Liability Company Act, Chapter 608 of the Florida Statutes, hereby adopts the following Articles of Organization for such Company:

**ARTICLE I  
NAME**

The name of the Company is ICC Norfolk FlexxOffice 9 Manager, LLC.

**ARTICLE II  
ADDRESS**

The mailing address and the street address of the principal office of the Company is 1400 N.W. 107th Avenue, Adler Plaza, 5th Floor, Miami, Florida 33172, Attn: The Adler Group.

**ARTICLE III  
INITIAL REGISTERED AGENT AND REGISTERED OFFICE**

The name and street address of the initial Registered Agent of the Company for service of process in the State of Florida are Linda K. Adler, 1400 N.W. 107th Avenue, Adler Plaza, 5th Floor, Miami, Florida 33172, Attn: The Adler Group.

**ARTICLE IV  
PURPOSE**

For so long as the mortgage lien in favor of Coastal Federal Credit Union, or its successors or assigns (the "Coastal Mortgage") exists on any portion of the Property (as hereinafter defined), the nature of the business to be conducted and the purposes to be promoted by the Company are to engage solely in the activity of owning an equity interest in and acting as a member and manager of ICC Norfolk FlexxOffice 9, LLC, a Delaware limited liability company (the "LCC"), whose purpose is to own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with that certain parcel of real property and improvements thereon located in the Interstate Corporate Center at 410 North Center Drive, Norfolk, Virginia, referred to as the Chesapeake Building and having a legal description as follows:

*FAX AUDIT NO.:*

All that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of Norfolk, Virginia, and being known, numbered and designated as Parcel 9, as shown on that certain plat entitled Replat of Subdivision of Tidewater Executive Center, Norfolk Virginia, which said plat is recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in Map Book 26, at Page 11 (the "Property").

For so long as the Coastal Mortgage exists on any portion of the Property, the Company shall exercise all powers enumerated in the Florida Limited Liability Company Act necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein and for no other purpose. After the Coastal Mortgage no longer encumbers any portion of the Property, the Company may have any purpose, and engage in any and all activities, in which the Company may engage under the Florida Limited Liability Company Act.

#### **ARTICLE V** **SPECIAL PROVISIONS REGULATING INTERNAL AFFAIRS**

For so long as the Coastal Mortgage exists on any portion of the Property, the Company only shall incur or cause the LLC only to incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as the Coastal Mortgage exists on any portion of the Property, the Company shall not and shall not cause the LLC to incur, assume, or guaranty any other indebtedness, except that the Company may incur, or cause the LLC to incur, indebtedness which represents trade payables or accrued expenses incurred in the ordinary course of business of owning and operating the Property and due and payable within thirty (30) days. For so long as the Coastal Mortgage exists on the Property, the Company shall not grant, or cause the LLC to grant, any lien(s) or security interest(s) in the Property other than to the holder of the Coastal Mortgage. For so long as the Coastal Mortgage exists on any portion of the Property, the Company shall not and shall not cause the LLC to dissolve or liquidate, or consolidate or merge with or into any other entity, or convey or transfer its properties and assets substantially as an entirety or transfer any of its beneficial interests to any entity. For so long as the Coastal Mortgage exists on any portion of the Property, the Company shall not voluntarily commence a case with respect to itself or cause the LLC to voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of the Company's members. For so long as the Coastal Mortgage exists on any portion of the Property, without first obtaining approval of the mortgagee holding the Coastal Mortgage on any portion of the Property, (i) no material amendment to these Articles of Organization or to the Company's operating agreement, nor to the Certificate of Formation or the operating agreement of the LLC, may be made, and (ii) in the event the existence of the LLC is not continued, the Company shall not cause the LLC to liquidate the Property. For so long as the Coastal Mortgage exists on any portion of the Property, the Company shall not withdraw as a member of the LLC and shall not assign its membership interest without the unanimous consent of its members.

For so long as the Coastal Mortgage exists on any portion of the Property, any

*FAX AUDIT NO.:*

indemnification of the Company's members, directors and officers shall be fully subordinated to any obligations respecting the LLC or the Property (including, without limitation, the Coastal Mortgage) and such indemnification shall not constitute a claim against the Company or the LLC in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations.

For so long as the Coastal Mortgage exists on any portion of the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in these Articles of Organization, the Company shall conduct its affairs in accordance with the following provisions:

- (a) the Company shall establish and maintain an office through which its business shall be conducted separate and apart from those of its parent and any affiliate and shall allocate fairly and reasonably any overhead for shared office space;
- (b) the Company shall maintain corporate records and books of account separate from those of its parent and any affiliate;
- (c) the Company's members shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate limited liability company actions;
- (d) the Company shall observe all limited liability company formalities;
- (e) the Company shall not commingle assets, including without limitation bank accounts, with those of its parent and any affiliate;
- (f) the Company shall hold all of its assets and conduct all of its business in its own name, and not in that of any parent or affiliate;
- (g) the Company shall maintain financial statements separate from those of its parent and any affiliate;
- (h) the Company shall pay any liabilities out of its own funds, including salaries of any employees, and not out of funds of its parent or any affiliate;
- (i) the Company shall maintain an arm's length relationship with its parent and any affiliate and shall conduct any business with its parent or any affiliate pursuant to written agreements;
- (j) the Company shall not guarantee or become obligated for the debts of any other entity, including its parent or any affiliate, or hold out its credit as being available to satisfy the obligations of others;
- (k) the Company shall use stationery, invoices and checks separate from those

*FAX AUDIT NO.:*

of its parent and any affiliate;

(l) the Company shall not pledge its assets for the benefit of any other entity, including its parent and any affiliate;

(m) the Company shall hold itself out as an entity separate from its parent and any affiliate;

(n) the Company shall maintain adequate capital for the normal operations reasonably foreseeable in a business of its size and character and in light of contemplated business operations.

For purpose of this Article V, the following terms shall have the following meanings:

“affiliate” means any person controlling or controlled by or under common control with the parent, including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any member, director, officer or employee of the Company, its parent, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from the Company, its parent or any affiliate. For purposes of this definition, “control” when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing;

“parent” means, with respect to a limited liability company, any person owning or controlling, directly or indirectly, fifty percent (50%) or more of the member interests of the limited liability company; and

“person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

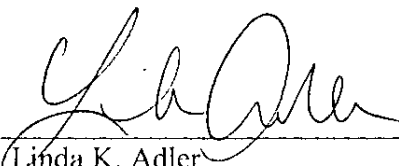
For so long as the Coastal Mortgage exists on any portion of the Property, when voting on matters concerning the LLC, notwithstanding that the LLC is not then insolvent, the Company shall take into account the interest of the LLC’s creditors, as well as those of its members.

In accordance with Section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

FAX AUDIT NO.:

In accordance with Section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

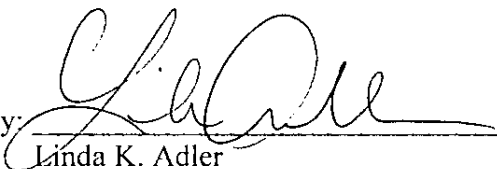
Date: October 14, 2008

By:   
Linda K. Adler  
Authorized Representative of Member

**ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT**

I hereby accept the appointment as the initial Registered Agent of ICC Norfolk FlexxOffice 9 Manager, LLC, as made in the foregoing Articles of Organization and agree to act in such capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and am familiar with and accept the obligations of my position as the initial Registered Agent of ICC Norfolk FlexxOffice 9 Manager, LLC.

Dated: October 14, 2008

By:   
Linda K. Adler  
Initial Registered Agent