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LIMITED LIABILITY AMENDMENT

U.S. 1 OFFICE AND DISTRIBUTION CENTER, L.L.C.

Certificate of Status	1
Certified Copy	1
Page Count	06
Estimated Charge	\$60.00

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION FOR**

U.S. 1 OFFICE AND DISTRIBUTION CENTER, L.L.C.

A Florida Limited Liability Company

Pursuant to the provisions of Section 608.411, Florida Statutes, U.S. 1 Office and Distribution Center, L.L.C. (the "Company"), hereby amends and restates its Articles of Organization in their entirety by deleting the original articles as filed February 26, 1999, and substituting the following:

ARTICLE ONE: NAME AND ADDRESS

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

U.S. 1 Office and Distribution Center, L.L.C.
One Independent Drive, Suite 114
Jacksonville, Florida 32202

ARTICLE TWO: REGISTERED AGENT

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

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

ARTICLE THREE: PURPOSE.

The Company's business and purpose shall consist solely of the acquisition, ownership, operation and management of the real estate project known as the Baymeadows Business Center located at 8226 Philips Highway, Jacksonville, Duval County, Florida (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith.

ARTICLE FOUR: 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 FIVE: MANAGEMENT.

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

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Baymeadows Business Center, LLC
201 East Pine Street, Suite 701
Orlando, Florida 32801

ARTICLE SIX: POWERS AND DUTIES.

Notwithstanding any other provisions of these Articles and so long as any obligations secured by the Mortgage (as defined below) remain outstanding and not discharged in full, without the consent of all Members, the Managing Member shall have no authority to:

- (i) borrow money or incur indebtedness on behalf of the Company other than normal trade accounts payable and lease obligations in the normal course of business and payable within 60 days and not to exceed in the aggregate 5% of the Mortgage (as defined below), or grant consensual liens on the Company's property; except, however, that the Managing Member is hereby authorized to secure financing for the Company pursuant to the terms of the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing Statement by and between the Company, as Borrower, for the benefit of Lend Lease Mortgage Capital, L.P., as Lender, as such agreement may be amended from time to time (the "Mortgage") and other indebtedness expressly permitted therein or in the documents related to the Mortgage, and to grant a mortgage, lien or liens on the Company's property to secure such Mortgage;
- (ii) dissolve or liquidate the Company;
- (iii) sell or lease, or otherwise dispose of all or substantially all of the assets of the Company;
- (iv) file a voluntary petition or otherwise initiate proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets of the Company, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any action in furtherance of any action;
- (v) amend, modify or alter Articles Three, Six, Seven, Eight or Nine of these Articles; or
- (vi) merge or consolidate with any other entity.

Notwithstanding the foregoing and so long as any obligation secured by the Mortgage remains outstanding and not discharged in full, the Managing Member shall have no authority (1) to take

any action in items (i) through (vi) above unless such action has been approved by a unanimous vote of the Managing Member's Board of Directors, or (2) to take any action in items (i) through (iii) and (v) and (vi) without the written consent of the holder of the Mortgage.

So long as any obligation secured by the Mortgage remains outstanding and not discharged in full, the Company shall have a limited liability company managing member which owns at least a 1% ownership interest in the Company and has articles of organization containing the restrictions and terms set forth in Articles Five, Six and Seven of the Managing Member's Articles of Organization as of the date hereof, and the Company shall have no other managing members.

ARTICLE SEVEN: TITLE TO COMPANY PROPERTY.

All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in any Company property in its individual name or right, and each Member's Membership Interest shall be personal property for all purposes.

ARTICLE EIGHT: 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 pursuant to written agreements 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 and logos;
- (i) not commingle its assets or funds with those of any other person;

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- (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 NINE: 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 TEN: 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

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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 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 instituted 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) is/are 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 Amended and Restated Articles of Organization were duly executed and are being filed in accordance with Section 608.411(5) F.S.

U.S. 1 OFFICE AND DISTRIBUTION CENTER, L.L.C.

By: BAYMEADOWS BUSINESS CENTER, LLC,
As Managing Member

By: ACP-JRL PARTNERSHIP, LTD, a Florida limited
partnership, its Managing Member

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

By: 
JAMES R. NESTAND, its President

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**ACP-JEL PARTNERSHIP, LTD, a Florida limited
partnership, as a Member**

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

By: 
JAMES R. HESTAND, its President


WILLIAM G. EVANS, individually, as a Member

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

11-20-01
(Date)

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CAPITAL PARTNERS

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