

M16000000039

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

ed Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

al Instructions to Filing Officer.

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FILED

2022 DEC -1 PM 4:57  
SECRETARY OF STATE  
TALLAHASSEE, FL

RECEIVED

2022 NOV 28 PM 3:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

12/1/2022

## COVER LETTER

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** EAGLE LNG PARTNERS JACKSONVILLE II LLC  
Name of Foreign Limited Liability Company

Dear Sir or Madam:

The enclosed application, certificate and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

FARWA MOHSIN

Name of Person

EAGLE LNG PARTNERS JACKSONVILLE II LLC

Firm/Company

2445 TECHNOLOGY FOREST BLVD, SUITE 500

Address

THE WOODLANDS, TEXAS 77381

City/State and Zip Code

LEGAL@EAGLELNG.COM

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

For further information concerning this matter, please call:

FARWA MOHSIN

Name of Person

at ( 832 ) 7090750

Area Code & Daytime Telephone Number

**Mailing Address:**

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

**Street Address:**

Registration Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

**Enclosed is a check for the following amount:**

- ☐ \$25 Filing Fee      ☐ \$30 Filing Fee & Certificate of Status      ☐ \$55 Filing Fee & Certified Copy      ☐ \$60 Filing Fee, Certificate of Status & Certified Copy

CR2E055 (9/15)



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

November 28, 2022

FARWA MOHSIN  
EAGLE LNG PARTNERS JACKSONVILLE II LLC  
2445 TECHNOLOGY FOREST BLVD., STE 500  
THE WOODLANDS, TX 77381

SUBJECT: EAGLE LNG PARTNERS JACKSONVILLE II LLC  
Ref. Number: M16000000039

We have received your document for EAGLE LNG PARTNERS JACKSONVILLE II LLC and your check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The form you submitted is for a Florida Limited Liability Company, but your entity is a Foreign Limited Liability Company. Please complete and return the enclosed blank form(s).

The titles you have listed for the individuals or business entities which will manage the limited liability company are not acceptable. We cannot accept the terms: partner, officer, owner or member. You must insert the letters "MGRM" for each individual or business entity that is a member and will serve in a managerial capacity. If the individual or business entity is not a member, but will serve in a managerial capacity, you must insert the letters "MGR." We will also accept "Authorized Representative", "Authorized Person", and "Authorized Member".

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.

Diane Cushing  
Senior Section Administrator

Letter Number: 722A00026180

2022 DEC -1 PM 4:21

[www.sunbiz.org](http://www.sunbiz.org)

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO FILE  
AMENDMENT TO CERTIFICATE OF AUTHORITY TO TRANSACT  
BUSINESS IN FLORIDA**

**FILED**

2022 DEC -1 PM 4:57

**SECTION I (1-4 must be completed)**

1. Name of limited liability Company as it appears on the records of the Florida Department of

SECRETARY OF STATE  
TALLAHASSEE, FL

State: EAGLE LNG PARTNERS JACKSONVILLE II LLC

Enter new principal office address, if applicable: \_\_\_\_\_

(Principal office address

MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable: \_\_\_\_\_

(Mailing address

MAY BE A POST OFFICE BOX)

2. The Florida document number of this limited liability company is: M16000000039

3. Jurisdiction of its organization: DELAWARE

4. Date authorized to do business in Florida: 1/4/2016

**SECTION II (5-9 complete only the applicable changes)**

5. New name of the limited liability company: \_\_\_\_\_  
(must contain "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must contain "Limited Liability Company," "L.L.C." or "LLC.")

6. If amending the registered agent and/or registered officer address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent: \_\_\_\_\_

New Registered Office Address: \_\_\_\_\_

Enter Florida Street Address

\_\_\_\_\_, Florida

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

*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 relative 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 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.*

\_\_\_\_\_  
If Changing Registered Agent, Signature of New Registered Agent

7. If the amendment changes the jurisdiction of organization, indicate new jurisdiction:

\_\_\_\_\_

8. If the amendment changes person, title or capacity in accordance with 605.0902 (1)(c), indicate that change:

\_\_\_\_\_

<u>Title/ Capacity</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGRM	SEAN LALANI	2445 Technology Forest Blvd, Suite 500	<input checked="" type="checkbox"/> Add
		The Woodlands, Texas 77381	<input type="checkbox"/> Remove
MGRM	TIMOTHY ROBERTSON	16236 Normandy Blvd	<input checked="" type="checkbox"/> Add
		Jacksonville, Florida 32234	<input type="checkbox"/> Remove
MGR	FARWA MOHSIN	2445 Technology Forest Blvd, Suite 500	<input checked="" type="checkbox"/> Add
		The Woodlands, Texas 77381	<input type="checkbox"/> Remove
MGR	FILIPE PINTO	2445 Technology Forest Blvd, Suite 500	<input checked="" type="checkbox"/> Add
		The Woodlands, Texas 77381	<input type="checkbox"/> Remove
MGRM	GUS LU and RICK MILLER	2445 Technology Forest Blvd, Suite 500	<input type="checkbox"/> Add
		The Woodlands, Texas 77381	<input checked="" type="checkbox"/> Remove

9. Attached is a certificate, if required: no more than 90 days old, evidencing the  
aforementioned amendment(s), duly authenticated by the official having custody of records in the  
jurisdiction under the law of which this entity is organized.



\_\_\_\_\_  
Signature of the authorized representative

Sean Lalani

\_\_\_\_\_  
Typed or printed name of signee

**Filing Fee: \$25.00**

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "EAGLE LNG PARTNERS JACKSONVILLE II LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTH DAY OF JUNE, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "EAGLE LNG PARTNERS JACKSONVILLE II LLC" WAS FORMED ON THE NINETEENTH DAY OF OCTOBER, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

5854564 8300

SR# 20195313191

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 202982729

Date: 06-07-19

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
EAGLE LNG PARTNERS JACKSONVILLE II LLC  
(a Delaware Limited Liability Company)**

This Limited Liability Company Agreement (this "Agreement") of Eagle LNG Partners Jacksonville II LLC dated effective as of the 19th day of October, 2015, is hereby adopted, executed and agreed to by the persons listed below.

1. **Formation.** Eagle LNG Partners Jacksonville II LLC (the "Company") was formed on October 19, 2015, as a Delaware limited liability company under and pursuant to the Delaware Limited Liability Company Act, as amended (the "Act").

2. **Term.** The Company shall commence business on the date of the original filing of its Certificate of Formation with the Secretary of State of Delaware and shall continue in perpetuity, unless terminated sooner as provided for herein.

3. **Purposes.** The purposes of the Company are to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act. The Company shall have all of the powers to conduct such business as permitted under the Act.

4. **Member.** Eagle LNG Partners LLC, a Delaware limited liability company, is the sole member of the Company (such member or its successor, the "Member").

5. **Allocations.** The Member shall receive the allocation of all profits, losses, gains, deductions and credits with respect to the operations of the Company.

6. **Contributions.** Without creating any rights in favor of any third party, the Member may, from time to time, make contributions of cash or property to the capital of the Company, but shall have no obligation to do so.

7. **Distributions.** The Member shall be entitled (a) to receive all distributions (including, without limitation, liquidating distributions) made by the Company and (b) to enjoy all other rights, benefits and interests as a member in the Company.

8. **Management.** The management of the Company is fully reserved to one or more managers (the "Managers"), who shall serve at the pleasure of the Member. Any Manager may be removed and replaced at any time by the Member. The Member may increase or decrease the number of Managers, but not below one (1), at any time. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Managers, who shall make all decisions and take all actions for the Company. The initial Managers of the Company shall be Adam Lasics, Colleen Calhoun, Jeff Ball, and Richard Brown. Matters and affairs of the Company requiring approval of or direction from its Managers may be approved or directed by a majority vote of the Managers held at a meeting convened by consent of the Managers or by a form of written consent evidencing a majority vote of the Managers. The Managers may from time to time delegate to one or more persons such authority as the Managers may deem advisable and may elect one or more persons as a chief executive officer, chief operating

officer, president, chief financial officer, executive vice president, secretary, treasurer or any other title of an officer ("Officer") of the Company as determined by the Managers to act on behalf of the Company with respect to any matter or matters delegated to such person by the Managers. No Officer need be a resident of the State of Delaware. In the event the Managers appoint a person as an Officer of the Company, the Managers shall be deemed to have assigned titles to particular Officers. The initial Officers of the Company are set forth on Schedule 1 attached hereto and hereby made part hereof. Unless the Managers decide otherwise, all Officers of the Company, as between themselves and the Company, shall have such authority, perform such duties and manage the Company as provided below.

- (a) Chief Executive Officer. The Chief Executive Officer shall, subject to the control and direction of the Managers, in general supervise and control all of the business and affairs of the Company. The Chief Executive Officer may sign any contracts or other instruments which the Managers have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Managers or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed and executed. The Chief Executive Officer shall have such other specific duties as shall be assigned to him by the Managers from time to time.
- (b) Chief Operating Officer. The Chief Operating Officer shall perform the same duties and exercise the same powers of the Chief Executive Officer day to day, unless otherwise determined by the Managers.
- (c) The President. The President shall perform the same duties and exercise the same powers of the Chief Executive Officer in the event of the Chief Executive Officer's and Chief Operating Officer's absences or disabilities, unless otherwise determined by the Managers.
- (d) The Executive Vice Presidents. The Executive Vice Presidents, in the order of their seniority, shall perform the duties and exercise the powers of the Chief Executive Officer in the event of the Chief Executive Officer's, Chief Operating Officer's and President's absences or disabilities, unless otherwise determined by the Chief Executive Officer, Chief Operating Officer, President or the Managers.
- (e) The Chief Financial Officer. The Chief Financial Officer shall be the principal financial officer of the Company; shall have charge and custody of and be responsible for all funds of the Company and deposit all such funds in the name of the Company in such banks, trust companies or other depositories as shall be selected by the Managers; shall receive and give receipts for moneys due and payable to the Company from any source; and, in general, shall perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the Managers or by the Chief Executive Officer. The Chief Financial Officer shall render to the Chief Executive Officer and the Managers, whenever the same shall be required, an



account of all transactions accomplished as treasurer and of the financial condition of the Company.

- (f) Treasurer. The Treasurer shall perform the duties and exercise the powers of the Chief Financial Officer in the event of the Chief Financial Officer's absence or disability, unless otherwise determined by the Chief Executive Officer, Chief Operating Officer, President or the Managers.
- (g) The Secretary. The Secretary shall keep and account for all books, documents, papers and records of the Company, except those for which some other officer or agent is properly accountable, shall have authority to attest to the signatures of the Chief Executive Officer, Chief Operating Officer, President or Executive Vice Presidents.

9. *Tax Matters*. The Company and the Managers shall comply with all requirements of the Internal Revenue Code of 1986, as amended, with respect to the Company. In this regard, the Company shall be disregarded for federal tax purposes as provided in Treasury Regulations Section 301.7701-3.

10. *Indemnification*. To the fullest extent allowed under the laws of the State of Delaware, the Company shall indemnify the Managers and the Officers from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including reasonable legal fees and expenses), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, that relate to the operations of the Company as set forth in this Agreement in which a Manager or Officer may be involved, or is threatened to be involved, as a party or otherwise, REGARDLESS OF WHETHER ARISING FROM ANY ACT OR OMISSION WHICH CONSTITUTED THE SOLE, PARTIAL OR CONCURRENT NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF SUCH MANAGER OR OFFICER, if (1) such Indemnified Person acted in good faith in a manner he or she reasonably believed to be in, or not opposed to, the interests of the Company, (2) the conduct of such Indemnified Person did not constitute actual fraud, gross negligence, bad faith or willful misconduct, and (3) in the case of any criminal proceeding, such Manager or Officer did not have reasonable cause to believe that the act or omission was unlawful. The termination of any proceeding by judgment, order or settlement does not create a presumption that such Manager or Officer did not meet the requisite standard of conduct set forth in this Section 10. The termination of any proceeding by conviction or upon a plea of nolo contendere or its equivalent, or an entry of an order of probation prior to judgment, creates a rebuttable presumption that such Manager or Officer acted in a manner contrary to that specified in this Section 10. Any indemnification pursuant to this Section 10 shall be made only out of the assets of the Company, including insurance proceeds, if any.

11. *Transfers*. The Member may freely transfer all or any part of its membership interest in the Company at any time, and any such transferee shall become an additional or substituted Member of the Company, as applicable, with full rights of a Member as set forth herein and in the Act.

12. *Dissolution.* The Company shall dissolve and its affairs shall be wound up at such time, if any, as the Managers may elect or as may be required under the Act. No other event will cause the Company to dissolve.

13. *Amendment.* This Agreement may be amended, supplemented or restated at any time with the written consent of the Member.

14. *Governing Law.* THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE (EXCLUDING ITS CONFLICT-OF-LAWS RULES).

15. *Counterparts.* This Agreement may be executed in one or more counterparts, including facsimile or other electronic transmission thereof, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same agreement of the parties.

IN WITNESS WHEREOF, the undersigned, being the sole Member of the Company, has caused this Agreement to be duly adopted by the Company effective as of the date first set forth above.

**COMPANY:**

**EAGLE LNG PARTNERS  
JACKSONVILLE II LLC**

By: 

Name: PAUL D. EVANS

Title: EXECUTIVE VICE - PRESIDENT.

**MEMBER:**

**EAGLE LNG PARTNERS LLC**

By: 

Name: DICK BROWN

Title: CEO

**SCHEDULE 1**

<b><u>Name</u></b>	<b><u>Office</u></b>
Richard Brown	Chief Executive Officer
Ronald Porter	Chief Operating Officer
Sean Lalani	President
Paul Evans	Executive Vice-President
Michael Hosford	Executive Vice-President
Jonathan Ward	Chief Financial Officer & VP, Finance
Nadif Lalani	Treasurer
Catherine Wooldridge	Secretary