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TALLAHASSEE, FLORIDA

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05 MAY 17 PM 3:59  
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TALLAHASSEE, FLORIDA

5/18/05



CORPORATION SERVICE COMPANY

FILED

2005 MAY 17 PM 3:59

SECRETARY OF STATE  
TALLAHASSEE FLORIDA

ACCOUNT NO. : 072100000032

REFERENCE : 376158 4320888

AUTHORIZATION :

*Patricia Pigato*

COST LIMIT : \$ 96.25

ORDER DATE : May 17, 2005

ORDER TIME : 2:16 PM

ORDER NO. : 376158-005

CUSTOMER NO: 4320888

CUSTOMER: Ms. April Haley  
Livingston Patterson &  
Strickland, P.a.  
46 N. Washington Blvd.

Sarasota, FL 34236

DOMESTIC FILING

NAME: GUNN DEVCON, INC.

XX ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY \*\* 2 NEEDED \*\*

XX CERTIFICATE OF GOOD-STANDING

CONTACT PERSON: Heather Chapman - EXT. 2908

EXAMINER'S INITIALS: \_\_\_\_\_

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2005 MAY 17 PM 3: 59

ARTICLES OF INCORPORATION OF  
GUNN DEVCON, INC.

CLERK OF STATE  
TALLAHASSEE FLORIDA

Article I - Name

The name of this corporation is Gunn Devcon, Inc. (the "Corporation")

Article II - Purpose

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

- (i) To act as Manager of Gunn Storage Partnership, L.L.C. (the "LLC"), which is engaged solely in the ownership, operation and management of the real estate project located at 5632 Gunn Highway, Tampa, Florida (the "Property"), pursuant to and in accordance with these Articles of Incorporation and the LLC's Operating Agreement; and
- (ii) to engage in such other lawful activities permitted to corporations by the Florida Business Corporation Act of the State of Florida as are incidental, necessary or appropriate to the foregoing.

Article III - Limitations

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

- (i) engage in any business or activity other than those set forth in Article II or cause or allow the LLC to engage in any business or activity other than as set forth in its Operating Agreement;
- (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 payable in the ordinary course of business;
- (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 Corporation 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 Corporation or the LLC or a substantial part of property of the Corporation 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; amend Articles II, III, IV and VI of these Articles of Incorporation or approve an amendment to the Operating Agreement governing the LLC; or
- (ix) withdraw as a Manager and/or Member of the LLC.
- (x) In addition to the foregoing, so long as any obligation secured by the Mortgage remains outstanding and not discharged in full, the Corporation 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 IV - Capital Stock**

This corporation is authorized to issue 10,000 shares of one-cent par value common stock.

## **Article V - Mailing Address and Principal Office**

The mailing address of the corporation is 46 North Washington Blvd., #1, Sarasota, Florida 34236 and the principal address is 2106 Bispham Road, Suite B, Sarasota, Florida 34231.

## **Article VI - Separateness/Operations Matters**

The Corporation shall:

- a. maintain books and records and bank accounts separate from those of any other person;
- b. maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- c. hold regular Board of Director and stockholder meetings, as appropriate, to conduct the business of the Corporation, and observe all other corporate 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 pursuant to enforceable agreements;
- 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; and
- j. not assume, guarantee or pay the debts or obligations of any other person.


**Article VII - Initial Registered Office and Agent**

The street address of the initial registered office of this corporation is 46 North Washington Blvd., #1, Sarasota, Florida, 34236 and the name of the initial registered agent of this corporation at that address is LPS Corporate Services, Inc.

**Article VIII - Incorporator**

The name and address of the person signing these Articles is E. Zachary Rans, 46 North Washington Blvd., #1, Sarasota, Florida, 34236.

**IN WITNESS WHEREOF**, the undersigned has executed these Articles of Incorporation this 16 day of May, 2005.

  
\_\_\_\_\_  
E. ZACHARY RANS  
Incorporator

**NOTICE OF APPOINTMENT OF REGISTERED AGENT,  
ACCEPTANCE, AND DESIGNATION OF CORPORATE OFFICE**

The undersigned, LPS CORPORATE SERVICES, INC., having a street address of 46 North Washington Blvd., #1, Sarasota, Florida 34236, and having been appointed by the directors of GUNN DEVCON, INC., as registered agent, states as follows:

1. The address of the registered agent shall be 46 North Washington Boulevard, Suite 1, Sarasota, Florida 34236, and shall notify the Department of State of any change in address of this office or the name of the registered agent at this address.
2. It accepts the appointment and consents to serve as registered agent of the corporation pursuant to Section 617.023, Florida Statutes.

LPS CORPORATE SERVICES, INC.,  
A Florida corporation

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

E. ZACHARY RANS

Its Vice President