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NAME: JACKSONVILLE HOLDINGS, INC.

AUDIT NUMBER.....H97000015573

DOC TYPE.....FLORIDA PROFIT CORPORATION OR P.A.

CERT. OF STATUS..0

PAGES..... 6 ⑦

CERT. COPIES.....1

DEL.METHOD.. FAX

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**ARTICLES OF INCORPORATION
OF
JACKSONVILLE HOLDINGS, INC.**

Pursuant to the Florida Business Corporation Act, the undersigned incorporator of Jacksonville Holdings, Inc., a Florida corporation (the "Corporation"), hereby adopts the following Articles of Incorporation for the Corporation:

**ARTICLE I
NAME AND ADDRESS**

The name of the Corporation is Jacksonville Holdings, Inc. The Corporation's principal office is One Imeson Park Blvd., Building 100, Jacksonville, Florida 32218. The Corporation's mailing address is 100 N. Tampa Street, Suite 3575, Tampa, Florida 33602.

**ARTICLE II
BUSINESS AND ACTIVITIES**

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Corporation to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Corporation, is to engage solely in the following activities:

1. To acquire that certain parcel of real property, together with all improvements located thereon, in the City of Jacksonville, State of Florida, commonly known as One Imeson Park Blvd., Bldg. 100 (the "Property").
2. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property.
3. To exercise all powers enumerated in the Florida Business Corporation Act necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

**ARTICLE III
PROHIBITED ACTIVITIES**

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Corporation to the contrary, the following shall govern: so long as any mortgage lien exists on the Property, the Corporation shall not incur, create, or assume any indebtedness, secured or unsecured, direct or contingent (including guaranteeing any obligation) other than (A) the loan from Love Funding Corporation ("Lender") to the Corporation in the principal amount of \$13,500,000, (B) indebtedness which represents trade payables or accrued expenses incurred in the ordinary course of business of owning and operating the Property and deferred not more than forty-five (45) days; no other debt will be secured (senior, subordinate or pari passu) by the Property and (C) financing in the form of

Prepared by and Return to:
Kathryn L. Ritchie, Esq. ((H97000015573 3)))
Foley & Lardner, P.O.Box 3391
Tampa, FL 33601-3391
FBN: 102539

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reduced discounts for electrical costs provided by Jacksonville Electric Authority ("JEA") not to exceed \$500,000, provided (1) the Corporation and JEA execute a Loan Subordination Agreement in form and substance acceptable to the Lender in its sole discretion, (2) any lien created in connection with such financing shall encumber only the equipment installed pursuant to such financing and (3) all of the costs relating to such transaction, including, without limitation, any and all repayment obligations relating thereto shall be passed through directly or indirectly to the tenants of the Property. The Corporation shall not consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity unless (i) the entity (if other than the Corporation) formed or surviving such consolidation or merger or that acquired by conveyance or transfer the properties and assets of the Corporation substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this Article III and in Article VII and (c) shall expressly assume the due and punctual performance of the Corporation's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this corporation and be continuing. For so long as a mortgage lien exists on the Property, the Corporation will not 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 Board of Directors. For so long as a mortgage lien exists on the Property, no material amendment to this certificate of incorporation or to the Corporation's By-Laws may be made without first obtaining approval of the mortgagee holding a first mortgage lien on the Property.

ARTICLE IV CAPITAL STOCK

The Corporation is authorized to issue 10,000 shares of Common Stock having a par value of \$.01 per share.

ARTICLE V REGISTERED OFFICE AND REGISTERED AGENT

The street address of the Corporation's registered office is 100 N. Tampa Street, Suite 3575, Tampa, Florida 33602, and its agent for service of process at such office is Timothy R. Barnes.

ARTICLE VI INDEMNIFICATION

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Corporation to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Property and shall not constitute a claim against the Corporation in the event that cash flow is insufficient to pay such obligations.

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ARTICLE VII SEPARATENESS COVENANTS

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Corporation to the contrary, the following shall govern: For so long as any mortgage lien exists on the Property, in order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth in this certificate of incorporation, the Corporation shall conduct its affairs in accordance with the following provisions:

1. It 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.
2. It shall maintain separate corporate records and books of account from those of its parent and any affiliate.
3. Its Board of Directors shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate actions, and in authorizing such actions, shall observe all corporate formalities. The Board of Directors shall include at least one individual who is an Independent Director. As used herein, an "Independent Director" shall be an individual who: (A) is not and has not been (and is not affiliated with a company or firm that is or has been) within the five years immediately prior to such individual's appointment as an Independent Director either (i) employed as a director, officer or employee by, (ii) a significant advisor or consultant to, (iii) affiliated with a significant customer or supplier of, (iv) engaged under significant personal service contract(s) with, or (v) affiliated with a tax exempt entity that receives significant contributions from, the Corporation or any of its subsidiaries or affiliates; (B) at the time of such individual's appointment as an Independent Director, or at any time thereafter while serving as an Independent Director, is not a legal or beneficial owner of any direct or indirect equity interest in the Corporation or any of its subsidiaries or affiliates; and (C) is not a spouse, parent, sibling or child of any person described by paragraphs (A) and (B) above.
4. It shall not commingle assets with those of its parent and any affiliate.
5. It shall conduct its own business in its own name.
6. Any financial statements of the parent and the Corporation which are presented on a consolidated basis to include the Corporation will contain notes clearly and conspicuously stating that the Corporation is an independent entity, separate and distinct from the parent and that the assets of the Corporation will be used to satisfy the claims of its own creditors.

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7. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of its parent or any affiliate.

8. It shall maintain an arm's length relationship with its parent and any affiliate.

9. It shall not guaranty 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.

10. It shall use stationery, invoices and checks separate from its parent and any affiliate.

11. It shall not pledge its assets for the benefit of any other entity, including its parent and any affiliate.

12. It shall hold itself out as an entity separate from its parent and any affiliate.

For purpose of this Article VII, 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 director, officer or employee of the Corporation, its parent, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this corporation, 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 corporation, any other corporation owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the Corporation.

"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.

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**ARTICLE VIII
INITIAL BOARD OF DIRECTORS**

The number of the Directors constituting the initial Board of Directors of the Corporation is four (4). The number of Directors may be increased or decreased from time to time by the Board of Directors, but in no event shall the number of Directors be less than one (1). As provided in Article VII, there shall at all times be at least one additional Independent Director of the Corporation (as defined in Article VII). The names and addresses of the persons who are to serve as initial Directors and until successor Directors are elected and qualified is as follows:

W. Aris Newton

One Imeson Center, Bldg. 100
Jacksonville, FL 32218

R. Park Newton, III

100 N. Tampa, Suite 3575
Tampa, FL 33602

W. Carey Webb

100 N. Tampa, Suite 3575
Tampa, FL 33602J. Daniel Thornbrugh
(Independent Director)4959 Bayshore Blvd.
Tampa, Florida 33611**ARTICLE IX
SPECIAL VOTING REQUIREMENTS**

The affirmative vote of all of the members of the Corporation's Board of Directors, including the vote of the Independent Director (as defined in Article VII) is required for the Corporation to (i) liquidate or dissolve; (ii) merge or consolidate; (iii) sell all or substantially all of its assets or purchase or otherwise come into possession of the business or assets of, or any stock or other evidence of beneficial ownership of, any entity; or (iv) take any Bankruptcy Action. The term "Bankruptcy Action" means (1) commencing any case, proceeding or other action by or on behalf of the Corporation as a debtor under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors; (2) instituting proceedings to have the Corporation adjudicated as bankrupt or insolvent; (3) consenting to the institution of bankruptcy or insolvency proceedings against the Corporation; (4) filing a petition or consent to a petition seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation or other relief on behalf of the Corporation under any federal or state law relating to bankruptcy; (5) seeking or consenting to the appointment of a receiver, liquidator, assignee, trustee, sequester, custodian or any similar official for the Corporation or a substantial portion of its property; (6) making any assignment for the benefit of the Corporation's creditors; and (7) taking any action in furtherance of any of the foregoing.

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**ARTICLE X
INCORPORATOR**

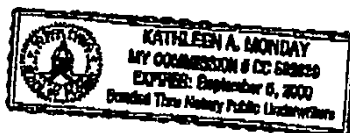
The name and address of the Corporation's sole incorporator is Kathryn L. Ritchie, 100 N. Tampa Street, Suite 2700, Tampa, Florida 33602.

IN WITNESS WHEREOF, the undersigned incorporator of the Corporation has, in accordance with the Florida Business Corporation Act, executed these Articles of Incorporation as of this 18th day of September, 1997.

Kathryn L. Ritchie
Kathryn L. Ritchie

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 18th day of September, 1997, by Kathryn L. Ritchie, who is known to me or who has produced _____ as identification and who took an oath.



Kathleen A. Monday
(print name)
Notary Public
My Commission Expires

ACKNOWLEDGEMENT OF REGISTERED AGENT

The undersigned, having been designed to accept service of process for Jacksonville Holdings, Inc., at the place indicated in the foregoing Articles of Incorporation, does hereby accept the appointment as registered agent and does hereby acknowledge that the undersigned is familiar with and accepts the obligations of such position as set forth in the Florida Business Corporation Act.

Executed this 18th day of September, 1997.

Timothy R. Barnes
Timothy R. Barnes, Registered Agent

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