

**Secretary of State**  
**Corporations Division**  
**315 West Tower**  
**#2 Martin Luther King, Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

CONTROL NUMBER : 0152011 ,  
EFFECTIVE DATE : 12/03/2001  
JURISDICTION : GEORGIA  
REFERENCE : 0045  
PRINT DATE : 12/03/2001  
FORM NUMBER : 327

R. E. HANNA, III  
111 PARK AVE., SW  
AIKEN, SC 29801

**CERTIFICATE OF LIMITED PARTNERSHIP FILING**

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that the domestic limited partnership

**LAKE CITY PLACE, LP**  
**A DOMESTIC LIMITED PARTNERSHIP**

has filed, as of the effective date stated above, its Certificate of Limited Partnership with the Secretary of State and has paid all fees as required by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



A handwritten signature in cursive script that reads "Cathy Cox".

Cathy Cox  
Secretary of State



CATHY COX  
Secretary of State

OFFICE OF SECRETARY OF STATE  
CORPORATIONS DIVISION  
315 West Tower, #2 Martin Luther King, Jr. Drive  
Atlanta, Georgia 30334-1530  
(404) 656-2817

WARREN RARY  
Director

Registered agent, officer, entity status information via the Internet  
<http://www.sos.state.ga.us/corporations>

QUINTILIS B. ROBINSON  
Deputy Director

**CERTIFICATE OF LIMITED PARTNERSHIP  
GEORGIA LIMITED PARTNERSHIP  
TRANSMITTAL FORM**

DO NOT WRITE IN SHADED AREA - SOS USE ONLY



NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1.	013060642	Limited Partnership Name Reservation Number		
	LAKE CITY PLACE, LP	Limited Partnership Name		
2.	R. E. HANNA, III, ESQ.	803/648-4213		
	111 PARK AVE, SW	Telephone Number		
	AIKEN	SC	29801	
	City	State	Zip Code	
3.	3632 WHEELER ROAD	Principal Office Mailing Address		
	AUGUSTA	GA	30909	
	City	State	Zip Code	
4.	JAMES M. HULL	Name of Registered Agent in Georgia		
	3632 WHEELER ROAD	Registered Office Street Address in Georgia		
	AUGUSTA	RICHMOND	GA	30909
	City	County	State	Zip Code
5.	For Limited Partnerships formed prior to July 1, 1988 ONLY:			
	Date Formed:	County:	Book No:	Page No:
6.	<p>NOTICE: THIS FORM DOES NOT REPLACE THE CERTIFICATE OF LIMITED PARTNERSHIP REQUIRED BY TITLE 14 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED. Mail or deliver this Transmittal Form, the original and one copy of the Certificate of Limited Partnership, and the filing fee of \$60.00 to the Secretary of State at the above address. Filing fees are NON-refundable</p> <p>I understand that the information on this form will be entered in the Secretary of State business entity database, and I verify that the above information is true and correct to the best of my knowledge.</p>			
	R.E. Hanna III			11-30-01
	Authorized Signature			Date

Request certificates and reserve names via the Internet: <http://www.sos.state.ga.us/corporations/request.htm>

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
LAKE CITY PLACE, LP

I.

The name of the limited partnership is

**LAKE CITY PLACE, LP**

hereinafter referred to as the "Partnership".

II.

The latest date on which the Partnership is to dissolve is January 1, 2035.

III.

The purpose of the Partnership is limited to owning and operating a retail shopping mall known as Gleason Place or Lake City Place located at 4280 U.S. Highway 90 West, Lake City, Columbia County, Florida (the "Property") and activities incidental thereto.

IV.

The sole general partner (the "General Partner") of the Partnership is LAKE CITY MALL MANAGER, INC., a Georgia corporation, with a business address of 3632 Wheeler Road, Augusta, Georgia 30909.

V.

Notwithstanding any other provisions of this Certificate or any documents governing the formation, management, or operation of the Partnership to the contrary and so long as any obligations secured by a first priority mortgage, deed of trust or deed to secure debt incurred in connection with any financing of the Property (a "Security Instrument") remain outstanding and not discharged in full, without the consent of all partners, the General Partner shall have no authority on behalf of the Company to:

- (i) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than obligations secured by the Security Instrument, except unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not

evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt shall not exceed at any one time one percent (1%) of the outstanding obligations secured by the Security Instrument;

- (ii) seek the dissolution or winding up, in whole or in part, of the Partnership;
- (iii) merge into or consolidate with any person or entity or dissolve, terminate or liquidate, in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;
- (iv) file a voluntary petition or otherwise initiate proceedings to have the Partnership adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Partnership, or file a petition seeking or consenting to reorganization or relief of the Partnership as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Partnership; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Partnership or of all or any substantial part of the properties and assets of the Partnership, or make any general assignment for the benefit of creditors of the Partnership, or admit in writing the inability of the Partnership to pay its debts generally as they become due or declare or effect a moratorium on the Partnership debt or take any action in furtherance of any such action; or
- (v) amend, modify or alter Articles III, IV, V, VI, VII, VIII of this Certificate.

Notwithstanding the foregoing and so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the General Partner shall have no authority (1) to take any action in items (i) through (v) above unless such action has been approved by a unanimous vote of the General Partner's Board of Directors, including the Independent Director, as defined in the General Partner's Articles of Incorporation, or (2) to take any action in items (i) through (iii) and (v) without the written consent of the holder of the Security Instrument.

So long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the Partnership shall have a corporate general partner having articles of incorporation containing the restrictions and items set forth in Articles III, II, V, and VI of the General Partner's Articles of Incorporation as of the date hereof, and the Partnership shall have no other general partners.

#### VI.

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

## VII.

The Partnership has not and shall not:

- (a) acquire or own any material asset other than (i) the Property, and (ii) such incidental personal property as may be necessary for the operation of the Property;
- (b) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior written consent of the holder of the Security Instrument, amend, modify, terminate or fail to comply with the provisions of this Certificate of Limited Partnership or the Partnership's Partnership Agreement;
- (c) own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of the holder of the Security Instrument;
- (d) commingle its assets with the assets of any of its principal(s), affiliates, or of any other person or entity or transfer any assets to any such person or entity other than distributions on account of equity interests in the Partnership permitted by the Security Instrument and properly accounted for;
- (e) allow any person or entity to pay its debts and liabilities (except for a Guarantor or Indemnitor (as defined in the Security Instrument)) or fail to pay its debts and liabilities solely from its own assets;
- (f) fail to maintain its records, books of account and bank accounts separate and apart from those of the partners, members, principals and affiliates of the Partnership, the affiliates of a partner or member of the Partnership and any other person or entity or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Property is actually owned by the Partnership;
- (g) enter into any contract or agreement with any partner, member, principal or affiliate of the Partnership or any guarantor of all or a portion of the obligations secured by the Security Instrument or any partner, member, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any partner, member, principal or affiliate of the Partnership, as the case may be, any guarantor or any partner, member, principal or affiliate thereof;

- (h) fail to correct any known misunderstandings regarding the separate identity of the Partnership;
- (i) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of the Partnership (except for a Guarantor or Indemnitor (as defined in the Security Instrument));
- (j) make any loans or advances to any third party, including any partner, member, principal or affiliate of the Partnership, or any partner, member, principal or affiliate thereof;
- (k) fail to file its own tax returns or to use separate contracts, purchase orders, stationary, invoices and checks;
- (l) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the Partnership is responsible for the debts of any third party (including any partner, member, principal or affiliate of the Partnership or any partner, member, principal or affiliate thereof);
- (m) fail to allocate fairly and reasonably among the Partnership and any third party (including, without limitation, any guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;
- (n) allow any person or entity to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;
- (o) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;
- (p) share any common logo with or hold itself out as or be considered as a department or division of (i) any partner, principal, member or affiliate of the Partnership, (ii) any affiliate of a partner, principal, member or affiliate of the Partnership or (iii) any other person or entity or allow any person or entity to identify the Partnership as a department or division of that person or entity;
- (q) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Partnership or the creditors of any other person or entity; or

- (r) fail to conduct its business so that the assumptions made with respect to the Partnership and the General Partner in any "substantive non-consolidation" opinion letter delivered in connection with the origination of financing secured by a Security Instrument shall be true and correct in all respects.

#### VIII.

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a partner shall not cause the termination or dissolution of the Partnership and the business of the Partnership shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such partner shall have all the rights of such partner 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 partner. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Partnership interest shall 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 partner.

#### IX.

Notwithstanding any provision hereof to the contrary, any indemnification claim against the Partnership arising under this Certificate, the Partnership Agreement or the laws of the state of organization of the Partnership shall be fully subordinate to any obligations of the Partnership arising under the Security Instrument or any other Loan Document (as defined therein), and shall only constitute a claim against the Partnership to the extent of, and shall be paid by the Partnership in monthly installments only from, the excess of net operating income for any month over all amounts then due under the Security Instrument and the other Loan Documents.

#### X.

Only the General Partner may execute legal documents and legally bind the Partnership.

#### XI.

The mailing address of the Partnership's principal place of business is as follows:

3632 WHEELER ROAD  
AUGUSTA, GA 30909

#### XII.

The initial registered agent and initial registered office of Partnership are as follows:

JAMES M. HULL  
3632 WHEELER ROAD  
AUGUSTA, GA 30909

XIII.

The Partnership is organized pursuant to the provisions of the Georgia Revised Limited Partnership Act, O.C.G.A. § 14-9-1 et seq.

XIV.

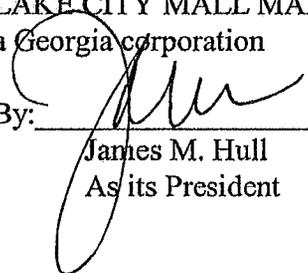
This Certificate of Limited Partnership is effective upon its filing.

IN WITNESS WHEREOF, the undersigned general partner executes this Certificate of Limited Partnership on the 30<sup>th</sup> day of November, 2001.

GENERAL PARTNER

LAKE CITY MALL MANAGER, INC.,  
a Georgia corporation

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

  
James M. Hull  
As its President

SECRETARY OF STATE  
DEC 3 11 04 AM '01



## COLUMBIA COUNTY FIRE RESCUE

### Life Safety Services

P.O. BOX 1529 Lake City, Florida 32056  
Office (386) 754-7071 Fax (386) 754-7064

Fire Chief  
David L. Boozer

22 September 2014

TO: Troy Crews  
Columbia County Building and Zoning

FROM: David L. Boozer  
Fire Chief

RE: Permit# 32255  
Mattress Firm  
2392 W US 90  
Lake City, Florida 32025

A Final Fire Safety Inspection was performed today of the above listed property. This building meets the requirements as set forth in Chapter 38, of the Florida Fire Prevention Code, 2010 Edition. I recommend approval.

Sincerely,

David L. Boozer

# Damico Building Group, LLC

1717 Stutz Drive Troy, MI 48084

(P) 248-458-1122 (F) 248-614-0085

July 1, 2014

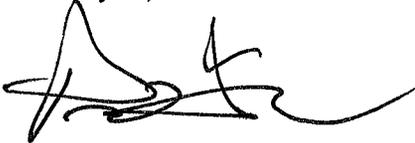
Attn: Lake City, FL Building Department

RE: Agent for Construction paperwork, Power of Attorney

To Whom It May Concern:

Philip Carter is authorized to sign, submit and receive paperwork on behalf of Damico Building Group, LLC for the Mattress Firm project located at 2434 US HWY 90 West, Lake City, FL 32055.

Thank you,



Phillip Damico (Qualifier) CGC1518551

Damico Building Group, LLC

9990 Coconut Road

Bonita Springs, FL 34135

(P) 810-217-4946

(E) phil@dbgllc.net



WILLIAM SCOTT BEATY  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE021915  
Expires 8/30/2014



National Permit Expeditors, Inc.

6428 Wilkinson Blvd #224, Belmont, NC 28012

Cell: 980-875-1990 Fax: 704-825-7088

# Memo

1406-52

**To:** City of Lake City - Commercial Review  
**From:** Wendi Uptegraft  
**Date:** May 12, 2014  
**Re:** Mattress Firm 2434 US Hwy 90 West, Lake City FL(parcel# 36-3S-16-02617-000)

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Please find enclosed:

1. 2 sets of plans for Commercial Fire and Building Review
2. Building Permit application with copy of parcel information

Please send any correspondence to:

Wendi Uptegraft  
Commercial Permit Specialist  
980-875-1990 Cell  
wendi@permitsunlimited.com

✓ Need Phillip Damico - ~~All info~~ w/c COI  
CGC1518551

Need Electrician Info -  $\frac{1}{2}$  Sub form Signed.

Recorded N.O.C.

Letter of Auth for whomever is picking up permit.

Emailed Wendi on 6/23/14



**IV. IDENTIFICATION - To be completed by all applicants**

Name	Mailing address-Number, street, city and state	Zip	Telephone #
1 Owner Gleason Place LP	C/O OfficeMax Inc Store # 1089 263 Shuman Blvd, Naperville, IL	60563	727-302-8040 Greg
2 Contractor "TBD"			
3 Architect or Engineer Oliveri Architects	32707 US Hwy 19 Palm Harbor FL	34684	727-781-7525

The owner of this building and the undersigned agree to conform to all applicable laws of this jurisdiction.

Signature of Applicant x Michael [Signature] VP Construction Matthew Firm	Address 5815 Gulf Freeway Houston TX 77023	Application date 5/12/14
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**DO NOT WRITE BELOW THIS LINE**

**V. PLAN REVIEW RECORD- For office use**

Plan Review Required	Check	Plan Review Fee	Date Plans Started	By	Date Plans Approved	By	Notes
BUILDING							
PLUMBING							
MECHANICAL							
ELECTRICAL							
OTHER							

**VI. ADDITIONAL PERMITS REQUIRED OR OTHER JURISDICTION APPROVALS**

Permit or Approval	Check	Date	Number	By	Permit or Approval Check	Date	Number	By
BOILER					PLUMBING			
CURB OR SIDEWALK					ROOFING			
ELEVATOR					SEWER			
ELECTRICAL					SIGN OR BILLBOARD			
FURNACE					STREET GRADES			
GRADING					USE OF PUBLIC AREAS			
OIL BURNER					WRECKING			
OTHER					OTHER			

**VII. VALIDATION**

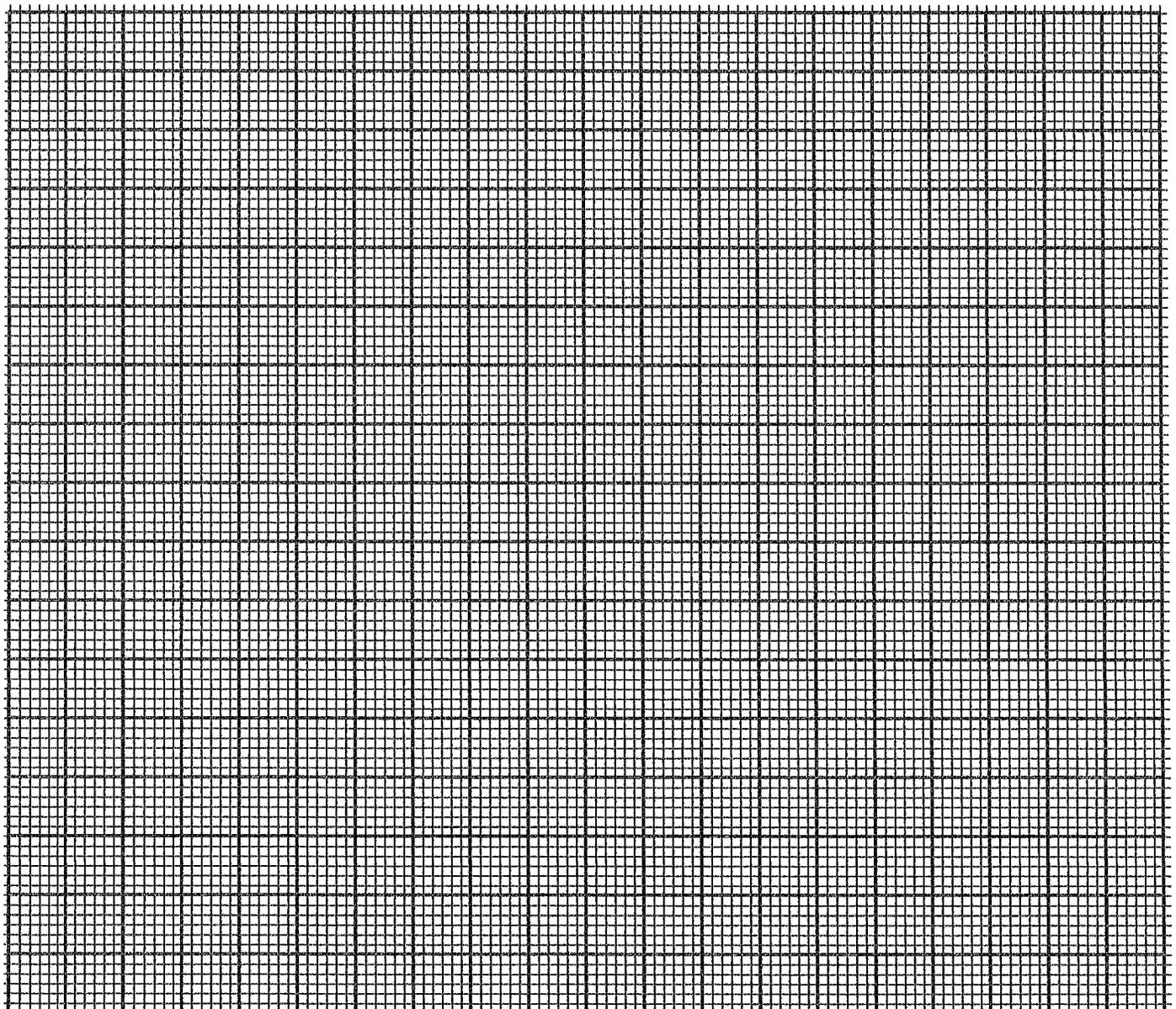
Building Permit Number \_\_\_\_\_  
 Building Permit Issued \_\_\_\_\_ 20\_\_\_\_\_  
 Building Permit Fee \$ \_\_\_\_\_

Approved by \_\_\_\_\_  
 \_\_\_\_\_



<b>VIII. ZONING PLAN EXAMINERS NOTES</b>	
DISTRICT	
USE	
FRONT YARD	FRONT YARD
SIDE YARD	SIDE YARD
REAR YARD	
NOTES	

**IX. SITE OR PLOT PLAN – *For Applicant Use***



## Laurie Hodson

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**From:** Wendi Uptegraft [wendi@permitsunlimited.com]  
**Sent:** Thursday, June 26, 2014 11:44 AM  
**To:** Laurie Hodson  
**Cc:** wendi@permitsunlimited.com  
**Subject:** FW: LAke City product sheet form  
**Attachments:** SKMBT\_C20314062608040.pdf

*Hi Laurie*

*See attached product specification sheet for the Mattress Firm project application # 1406-52*

*The designer signed it and put N/A on the form because none of it applies to our scope of work. We are doing paper, paint, floor covering, customer service desk and minor electrical computer system.*

*Thanks for all your help on this project.*

Wendi Uptegraft  
Commercial Permit Specialist  
980-875-1990 cell

**From:** David Millisor [<mailto:dmillisor@oliveriarchitects.com>]  
**Sent:** Thursday, June 26, 2014 9:25 AM  
**To:** Wendi Uptegraft  
**Subject:** RE: LAke City product sheet form

David Millisor  
Project Manager  
[dave@oliveriarchitects.com](mailto:dave@oliveriarchitects.com)