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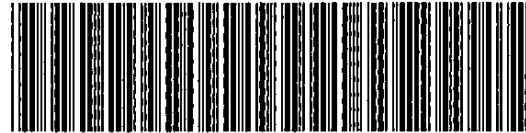
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CONTACT: TRACY SPEAR

DATE: 06/01/07

REF. #: 000174.69178

CORP. NAME: GPSC, LTD.

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input checked="" type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 521520 FOR \$ 105.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: \$ _____

PLEASE RETURN:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

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**AMENDMENT TO THE
CERTIFICATE OF LIMITED PARTNERSHIP**

**GPSC, Ltd.,
a Florida limited partnership**

Pursuant to the Florida Revised Uniform Limited Partnership Law as set forth in Chapter 620 of the Florida Statutes, the undersigned, constituting the General Partner of GPSC, Ltd., a Florida limited partnership (the "Partnership"), whose Certificate of Limited Partnership was filed with the Secretary of State, State of Florida on July 12, 2004, hereby amends said Certificate of Limited Partnership, to include the following:

1. **PURPOSE.** The Partnership's business and purpose shall consist solely of the following:

- (i) To engage solely in the ownership, operation and management of the real estate project known as the Galleria Plaza Shopping Center located in Venice, Florida (the "Property"), pursuant to and in accordance with the Certificate of Limited Partnership of the Partnership and the Partnership Agreement of the Partnership, as amended and restated (the "Partnership Agreement"); and
- (ii) to engage in such other lawful activities permitted to partnerships by the applicable laws and statutes for such entities of the State of Florida as are incidental, necessary or appropriate to the foregoing.

2. **LIMITATIONS.** Notwithstanding any other provision of the Certificate of Limited Partnership of the Partnership or the Partnership Agreement of the Partnership and any provision of law that otherwise so empowers the Partnership, the Partnership shall not, and the general partner and limited partners of the Partnership shall have no authority to, without the unanimous consent of its general partner and limited partners, do any of the following:

- (i) engage in any business or activity other than those set forth in Article I;
- (ii) do any act which would make it impossible to carry on the ordinary business of the Partnership, except as otherwise provided herein;
- (iii) borrow money or incur any indebtedness or assume or guaranty any indebtedness of any other entity, other than normal trade accounts and lease obligations incurred in the ordinary course of business, or grant consensual liens on the Partnership's Property; except, however, the general partner is hereby authorized to secure financing (the "Loan") for the Partnership from PNC Bank, National Association in such amount and on such terms as such general partner may elect, and to grant a mortgage, deed of trust, lien or liens on the Partnership's Property to secure such Loan, as well as incur other indebtedness to the extent expressly authorized pursuant to the documents further evidencing the Loan;
- (iv) dissolve or liquidate, in whole or in part;

- (v) consolidate or merge with or into any other entity;
- (vi) 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 Partnership or a substantial part of property of the Partnership, 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 action in furtherance of any such action; or
- (vii) amend the Certificate of Limited Partnership or the Partnership Agreement of the Partnership.

In addition to the foregoing, the Partnership shall not, and the general partner and the limited partners shall have no authority to, without the written consent of the holder of the promissory note evidencing the Loan so long as it is outstanding, take any action set forth in items (i) through (v) or item (vii) above.

3. **TITLE TO PARTNERSHIP PROPERTY.** All property owned by the Partnership shall be owned by the Partnership as an entity and, insofar as permitted by applicable law, no general partner or limited partner shall have any ownership interest in any Partnership property in its individual name or right and, each partnership or other ownership interest in the Partnership shall be personal property for all purposes.

4. **SEPARATENESS PROVISIONS.** The Partnership shall:

- (a) maintain books and records separate from any other person or entity;
- (b) maintain its accounts separate from those of any other person or entity;
- (c) not commingle its assets or funds with those of any other person or entity;
- (d) conduct its own business in its own name;
- (e) maintain separate financial statements from any other person or entity;
- (f) pay its own liabilities out of its own funds;
- (g) hold partner meetings as appropriate, to conduct the business of the Partnership, and do all things necessary to preserve its existence and observe all partnership formalities and other formalities required by the Certificate of Limited Partnership of the Partnership or the Partnership Agreement of the Partnership and cause to be done and will do all things necessary to preserve its existence as a limited partnership;

- (h) pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations;
- (i) not guarantee or become obligated for, or pay, the debts of any other entity or hold out its credit as being available to satisfy the obligations of others;
- (j) not acquire obligations or securities of any of its members or any affiliate;
- (k) allocate fairly and reasonably any overhead for shared office space;
- (l) use separate stationery, invoices and checks from any other person or entity;
- (m) not pledge its assets for the benefit of any other entity (except as specifically permitted by the terms of the mortgage securing the Loan) or make any loans or advances to any other entity;
- (n) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (o) correct any known misunderstanding regarding its separate identity;
- (p) maintain adequate capital in light of its contemplated business operations;
- (q) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (r) be solvent and pay its debts from its assets as the same shall become due;
- (s) not acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;
- (t) file its own tax returns;
- (u) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the Partnership, shall not seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the Act, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of hold of the note evidencing the Loan to enforce any rights of such holder against any guarantor or indemnitor of the Loan or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise;
- (v) not enter into any contract or agreement with any general partner, principal, member, manager or affiliate of the Partnership, or any affiliate of any such general partner, principal, manager or member, 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 an affiliate.

5. **EFFECT OF BANKRUPTCY, DEATH OR INCOMPETENCY OF A PARTNER.**

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. [The foregoing shall apply to the extent permitted by applicable law.]

Except as expressly provided herein, all of the terms and provisions of the Certificate of Limited Partnership shall remain in full force and effect and are hereby ratified and confirmed.

The execution of this Amendment by the undersigned constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

IN WITNESS WHEREOF, this Amendment to Certificate of Limited Partnership has been executed by Michael W. Miller, as President of GalPlaza, Inc., the General Partner of GPSC, Ltd., a Florida limited partnership, this 22nd day of May, 2007.

WITNESSES:

Jack M. May
Judith K. Green

GENERAL PARTNER:

GalPlaza, Inc., a Florida corporation

By: Michael W. Miller
Michael W. Miller, as its President