

COORDINATION SYSTEM

CORPORATION(S) NAME

XPRSW, Inc.

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-07/09/01--01040--013  
\*\*\*\*\*43.75 \*\*\*\*\*43.75

☐ Profit

☐ Nonprofit

☐ Foreign

☐ Limited Partnership

☐ LLC

☐ Certified Copy

☐ Call When Ready

☐ Walk In

☐ Mail Out

Name \_\_\_\_\_

Availability \_\_\_\_\_

Document \_\_\_\_\_

Examiner \_\_\_\_\_

Updater \_\_\_\_\_

Verifier \_\_\_\_\_

W.P. Verifier \_\_\_\_\_

☒ Amendment

☐ Dissolution/Withdrawal

☐ Reinstatement

☐ Annual Report

☐ Name Registration

☐ Fictitious Name

☐ Photocopies

☐ Call If Problem

☐ Will Wait

☐ Merger

☐ Mark

☐ Other

☐ Change of RA

☐ UCC

☐ CUS

☐ After 4:30

☒ Pick Up

FILED  
01 JUL -9 PM 3:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

7/9/01

Order#: 4641723

Ref#: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

660 East Jefferson Street  
Tallahassee, FL 32301  
Tel. 850 222 1092  
Fax 850 222 7615

A CCH LEGAL INFORMATION SERVICES COMPANY

CERTIFICATE OF AMENDMENT OF  
THE ARTICLES OF INCORPORATION OF  
XPRSW, INC.

01 JUL -9 PM 3:00  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

(Under the Florida General Corporation Act)

1. The name of the company is XPRSW, Inc. The name has not been changed.
2. The date of filing of the Articles of Incorporation is May 29, 2001.
3. The amendment affected by this certificate is to amend Article "II" dealing with the business purposes of the Corporation and add Article "VII" dealing with the powers and duties of stockholders, Article "VIII" dealing with, title to corporate property, Article "IX" dealing with separateness of operations, Article "X" dealing with the effect of death, bankruptcy or incompetency of a stockholder and article "XII" dealing with certain controlling provisions. Article "II" of the Articles of Organization is hereby amended in its entirety and Articles "VIII", "IX", "X" and "XI" are hereby added to read as follows:

"II: The Corporation's (the "Corporation's") business and purpose shall consist solely of the ownership, operation and management of the property known as Southwestern Bell Telephone Corporation Call Center, having an address of 1575 North Resler Drive, El Paso, Texas (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith.

VII: Notwithstanding any other provisions of these Articles of Incorporation and so long as the Corporation owns any interest in the Property and any obligations secured by the mortgage held by Wells Fargo Bank, Northwest, N.A., as Trustee (the "Mortgage") remain outstanding and not discharged in full, without the consent of all of the stockholders, the stockholders and director of the Corporation shall have no authority to:

- (i) dissolve or liquidate the Corporation;
- (ii) file a voluntary petition or otherwise initiate proceedings to have the Corporation adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings

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against the Corporation, or file a petition seeking or consenting to reorganization or relief of the Corporation as debtor under any applicable federal or state law relating to bankruptcy, insolvency or other relief for debtors with respect to the Corporation; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Corporation or of all or any substantial part of the properties and assets of the Corporation, or make any general assignment for the benefit of creditors of the Corporation, or admit in writing the inability of the Corporation to pay its debts generally as they become due or declare or effect a moratorium on the Corporation debt or take any action in furtherance of any such action;

(iii) amend, modify or alter Articles "II", "VII", "VIII", "IX", "X", "XI" or "XII" of these Articles; or

(iv) merge or consolidate with any other entity.

Notwithstanding the foregoing and so long as any obligation secured by the mortgage held by Wells Fargo Bank Northwest, N.A., as Trustee (the "Mortgage") remains outstanding and not discharged in full and the Corporation owns the property, the stockholders and director of the Corporation shall have no authority: (1) to take any action in items (i) through (iv) above unless such action has been approved by a unanimous vote of the stockholders and directors of the Corporation, or (2) to take any action in items (ii) through (iv) without the written consent of the holder of the Mortgage.

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

IX: As long as the Corporation shall own the Property and the Property is subject to the Mortgage, the Corporation shall conduct its business and operations in accordance with the following provisions:

(a) The Corporation will not own any asset or property other than (i) the Property and (ii) incidental personal property and cash necessary for the ownership or operation of the Property;

(b) The Corporation, to the extent its office is located in the offices of any of its affiliates, the Corporation will pay fair market

rent for its office space located therein and its fair share of any overhead costs with respect thereto;

(c) The Corporation will not engage in any business other than the ownership, management, leasing and operation of the Property;

(d) The Corporation will not enter into any contract or agreement with any affiliate of the Corporation, any constituent party of Corporation, any guarantor or any affiliate of any constituent party or guarantor, 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 such party;

(e) The Corporation will not make any loan or advances to any third party (including any affiliate or constituent party, any guarantor or any affiliate of any constituent party or guarantor), shall not pledge its assets for the benefit of any other entity and shall not acquire obligations or securities of its stockholders or its affiliates;

(f) The Corporation will remain solvent and Corporation will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;

(g) The Corporation will do all things necessary to observe organizational formalities and preserve its existence while it has any ownership interest in the Property and the Mortgage remains unsatisfied and will not amend, modify or otherwise change the Articles of Incorporation and bylaws, or other organizational documents of the Corporation in any manner which would change or affect the "separateness" of the Corporation from other Persons, as contemplated by this Article.

(h) The Corporation will make investments directly or by brokers engaged and paid by the Corporation or its agents (provided that if any such agent is an affiliate of the Corporation, it shall be compensated at a fair market rate for its services);

(i) The Corporation will maintain books, accounting records and other corporate documents and records, financial statements, bank accounts and payroll accounts separate from those of its affiliates, any constituent party and any other person. The Corporation will file its own tax returns, if any, and characterize itself as a separate entity from any affiliate or other person in each and every report, tax return or financial statement. The Corporation shall maintain its books, records, resolutions and agreements as official records;

(j) The Corporation will separately manage the Corporation's liabilities from those of any affiliate and pay from its assets (to the

extent available) all of its own obligations, indebtedness and liabilities, including all administrative expenses and compensation to employees, consultants or agents, and all operating expenses, except that the Corporation's stockholders may pay the organizational expenses of the Corporation;

(k) The Corporation will not become involved in the day-to-day management of any other person;

(l) The Corporation will be and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any of its stockholders, any affiliate of the Corporation, any constituent party of the Corporation, any guarantor or any affiliate of any constituent party or guarantor), and shall conduct business in its own name and through its own authorized directors, officers, managers, employees and agents and shall maintain and utilize separate stationery, invoices and checks. The Corporation shall correct any known misunderstanding regarding its status as a separate entity and shall not identify itself as a division or part of its members or affiliates or any of its affiliates as a division part of the Corporation.

(m) The Corporation will 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;

(n) The Corporation will not commingle the funds and other assets of the Corporation with those of any affiliate or constituent party, any guarantor or any affiliate of any constituent party or guarantor or any other person;

(o) The Corporation will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or constituent party, any guarantor, or any affiliate of any constituent party or guarantor or any other person;

(p) The Corporation will not hold itself out to be responsible for the debts or obligations of any other person.

(q) The Corporation will not enter into any transaction of merger or consolidation, or liquidate or dissolve (or suffer any liquidation or dissolution), or acquire by purchase or otherwise all or substantially all the business or assets of, or any stock or other evidence of beneficial ownership of any entity.

X: The bankruptcy, death, dissolution, liquidation, termination or adjudication of

incompetency of a stockholder shall not cause the termination or dissolution of the Corporation and the business of the Corporation shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such stockholder shall have all the rights of such stockholder 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 stockholder. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any corporate 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 member. The foregoing shall apply to the extent permitted by applicable law.

XI: So long as any obligations secured by the Mortgage remain outstanding and not paid in full, Articles "II", "VII", "VIII", "IX", "X" and "XI" hereof shall control in the event of any conflict with any contrary provisions hereof or any other entity governance documents."

XII: This Amendment was approved by all of the shareholders of the Corporation. on July 5, 2001.

IN WITNESS WHEREOF, this certificate has been subscribed to this 5<sup>th</sup> day of July, 2001 by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

  
Philip Richards, President