



**THE UNITED STATES
CORPORATION
COMPANY**

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REFERENCE : 512090 4336650

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CUSTOMER NO: 4336650

CUSTOMER: Robert Hudson, Jr., Esq
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Amend

300002279743--2
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*****87.50 *****87.50

DOMESTIC AMENDMENT FILING

NAME: GATEWAY GENERAL PARTNER, INC.

EFFECTIVE DATE:

8/28/97

☒ ARTICLES OF AMENDMENT
☐ RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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☐ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Christopher Smith

EXAMINER'S INITIALS:

FILED
97 AUG 28 PM 1:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
97 AUG 29 AM 11:44
OFFICE OF CORPORATION

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
GATEWAY GENERAL PARTNER, INC.**

97 AUG 28 PM 1:04
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1006 of the Florida Business Corporation Act (the "Act"), the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the Corporation is Gateway General Partner, Inc. (the "Corporation").
2. Article II of the Articles of Incorporation of the Corporation is amended to read:

ARTICLE II

PURPOSE.

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

a. To acquire a general partnership interest in and act as the general partner of Gateway Office Holdings, Ltd., a Florida Limited Partnership (the "Partnership"), which is engaged solely in the ownership, operation and management of a commercial real estate project known as Gateway Business Center located in Melbourne, Brevard County, Florida (the "Property"), pursuant to and in accordance with these Articles of Incorporation and the Partnership's Limited Partnership Agreement; and

b. to engage in such other lawful activities permitted to corporations by the [General Corporation Laws] of the State of Florida as are necessary or incidental to the foregoing.

3. Article IX of the Articles of Incorporation is amended to read:

ARTICLE IX:

INDEPENDENT DIRECTOR

a. At all times at which the directors of the Corporation shall take, or shall be required to take, any action in such capacity and until such time as all obligations secured by that certain mortgage from the Partnership to Column Financial, Inc. have been paid in full, there shall be at least one Independent Director. An "Independent Director" shall be an individual who, except in his or her capacity as an Independent Director of the Corporation is not, and has not been during the five years immediately before such individual's appointment as an Independent Director, (i) a stockholder, director, officer or employee of the Corporation, the Partnership or their Affiliates; (ii) affiliated with a significant customer or supplier of the Corporation, the Partnership or their Affiliates; (iii) a spouse, parent, sibling or child of any person described by (i) or (ii) above.

b. As used herein, the term "Affiliate" shall mean any person or entity other than the Corporation (i) which owns beneficially, directly or indirectly, any outstanding shares of the Corporation's stock or any partnership interest in the Partnership, or (ii) which controls or is under common control with the Corporation or the Partnership. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise.

c. With the consent of the initial stockholder of the Corporation, which consent the initial stockholder believes to be in the best interest of the initial stockholder and the Corporation, no Independent Director shall, with regard to any action to be taken under or in connection with this ARTICLE, owe a fiduciary duty or other obligation to the initial stockholder nor to any successor stockholders (except as may specifically be required by the statutory law of any applicable jurisdiction), and every stockholder, including each successor stockholder, shall consent to the foregoing by virtue of such stockholder's purchase of shares of capital stock of the Corporation, no further act or deed of any stockholder being required to evidence such consent. Instead, such director's fiduciary duty and other obligations with regard to such action under or in connection with this ARTICLE shall be owed to the Corporation (including its creditors). In addition, no Independent Director may be removed unless his or her successor has been elected.

d. 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, including the Independent Director, 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 Partnership to engage in any business or activity other than as set forth in its Limited Partnership Agreement;

(ii) incur any indebtedness or assume or guaranty any indebtedness of any other entity, other than indebtedness in connection with the acquisition of the Property and normal trade accounts payable in the ordinary course of business;

(iii) cause the Partnership to incur any indebtedness or to assume or guaranty any indebtedness of any other entity, other than indebtedness in connection with the acquisition of the Property 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 Partnership;

(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 Partnership 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 Partnership, 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 Partnership or a substantial part of property of the Corporation or 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 corporate action in furtherance of any such action;

(ix) amend the Articles of Incorporation or the Bylaws of the Corporation or approve an amendment to the Limited Partnership Agreement governing the Partnership; or

(x) withdraw as general partner of the Partnership.

e. In the event the Independent Director resigns, or such position is otherwise vacated, no action requiring the unanimous affirmative vote of the Board of Directors of the Corporation shall be taken until a successor Independent Director is elected and qualified and approves such action. In the event of the death, incapacity, or resignation of the Independent Director, or a vacancy for any other reason, a successor Independent Director shall be appointed by the remaining directors.

4. Article XV is added to the Articles of Incorporation, as follows:

ARTICLE XV

SEPARATENESS PROVISIONS

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 itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- d. hold regular Board of Director and stockholder meetings, as appropriate, to conduct the business of the Corporation, and observe all other corporate formalities;
- e. pay all its liabilities out of its own funds;
- f. in all dealings with the public, identify itself, and conduct its business, under its own name and as a separate and distinct entity;
- g. independently make decisions with respect to its business and daily operations;
- h. maintain an arm's length relationship with its Affiliates;
- i. pay the salaries of its own employees;
- j. allocate fairly and reasonably any overhead for shared office space;
- k. use separate stationery, invoices and checks;
- l. file its own tax returns; and
- m. maintain adequate capital sufficient to carry out these enumerated covenants and conduct its business as described herein.

The Corporation shall not:

- aa. commingle its assets or funds with those of any other person; or
- bb. guarantee or pay, or become obligated to pay or perform, the debts or obligations of any other person, or hold out its credit as being available to satisfy the obligations of other, or pledge its assets for the benefit of any of its shareholders or any other person or entity.

5. Article XVI is added to the Articles of Incorporation to read as follows:

ARTICLE XVI

PROVISO

Notwithstanding any provision herein to the contrary, until that certain loan to the Partnership, made by Column Financial, Inc. shall be fully paid in accordance with its terms, any indemnification extended by the Corporation shall (i) be fully subordinate to any and all obligations imposed by Column Financial, Inc. as mortgagee and (ii) not constitute a claim against the Corporation.

6. The foregoing Articles of Amendment to the Articles of Incorporation was adopted, in accordance with Section 607.1006 of the Act, by the sole Incorporator of the Corporation, prior to issuance of shares and shareholder approval was not required.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Amendment this 27th day of August, 1997.



Luis Parajon
Incorporator