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BASIC AMENDMENT

GATEWAY OF WEST BLOOMFIELD, INC.

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Amendment
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**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
GATEWAY OF WEST BLOOMFIELD, INC.**

Pursuant to the provisions of Section 607.1006, Florida Statutes, GATEWAY OF WEST BLOOMFIELD, INC., a Florida corporation (the "Corporation"), adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: New Article VI has been added to the Corporation's Articles of Incorporation to read as follows:

"ARTICLE VI PURPOSE

The nature of the business and of the purposes to be conducted and promoted by the corporation is to engage solely in the activity of:

1. Acting as the general partner of a limited partnership (the "Limited Partnership") whose purpose is to refinance that certain loan in the original principal amount of \$35,700,000.00, secured by a mortgage in favor of Comerica Bank, encumbering those certain parcels of real property, together with all improvements located thereon, in the City of West Bloomfield, State of Michigan, commonly known as The Gateway Center (the "Premises").

2. Acting as the general partner of the Limited Partnership whose purpose is to own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Premises, including, but not limited to, borrow \$32,000,000 (the "Loan Amount") from Principal Life Insurance Company (together with its successors and assigns, the "Lender"), to be evidenced by a secured promissory note, whereby the Limited Partnership promises to pay to Lender the Loan Amount together with all accrued and unpaid interest thereon and all other obligations and liabilities due or to become due to Lender pursuant to the documents, instruments and agreements executed and delivered in connection with such loan (collectively, the "Loan Documents") and all other amounts, sums and expenses paid by or payable to Lender pursuant to all such documents (collectively, the "Indebtedness").

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.

4. Notwithstanding anything to the contrary set forth in paragraphs 1-3 above, since its formation and thereafter until the Indebtedness is paid in

Fax Audit Number: H01000023102 6

Fax Audit Number: H01000023102 6

full to (i) be organized solely for the purpose acting as the general partner of the Limited Partnership, (ii) not engage in any business unrelated to being the general partner of the Limited Partnership, (iii) not have any assets other than those related the general partnership interests of the Limited Partnership."

SECOND: New Article VII has been added to the Corporation's Articles of Incorporation to read as follows:

"ARTICLE VII CERTAIN PROHIBITIONS

Notwithstanding anything contained herein to the contrary, since its formation and thereafter until the Indebtedness is paid in full, the corporation: (i) will not materially amend this certificate of incorporation or the corporation's by-laws or permit the Limited Partnership to materially amend its partnership agreement or the partnership's partnership certificate without first obtaining approval of the Lender; (ii) has not and will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation or merger, and, except as otherwise expressly permitted by the Loan Documents, has not and will not engage in, seek or consent to any asset sale or transfer of any shareholder or partnership interests; (iii) without the unanimous consent of all of the directors (including without limitation all Independent Directors), has not and will not with respect to itself, to the Limited Partnership or, if applicable, to any other corporation, limited partnership, limited liability company, or trust (each, an "Entity") in which it has a direct or indirect legal or beneficial ownership interest (a) file a bankruptcy, insolvency or reorganization petition or otherwise institute insolvency proceedings or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally; (b) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for such Entity or all or any portion of such Entity's properties; (c) make any assignment for the benefit of such Entity's creditors; or (d) take any action that might cause such Entity to become insolvent, (iv) has and will have no indebtedness other than unsecured trade payables in the ordinary course of business relating to acting as general partner of the Limited Partnership which (1) do not exceed, at any time, Ten Thousand Dollars (\$10,000.00) and (2) are paid within thirty (30) days of the date incurred, (v) has not and will not assume or guarantee or become obligated for the debts of any other person or Entity or hold out its credit as being available to satisfy the obligations of any other person or Entity, except for the Indebtedness, (vi) has not and will not pledge its assets for the benefit of any other person or Entity, and (vii) has not made and will not make loans to any person or Entity."

Fax Audit Number: H01000023102 6

Fax Audit Number: H01000023102 6

THIRD: New Article VIII has been added to the Corporation's Articles of Incorporation to read as follows:

"ARTICLE VIII INDEMNIFICATION"

Any indemnification of the corporation's directors and officers shall be fully subordinated to any obligations respecting the Limited Partnership or the Premises (including without limitation, the mortgage which secures the Indebtedness) and such indemnification shall not constitute a claim against the corporation or the partnership in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations."

FOURTH: New Article IX has been added to the Corporation's Articles of Incorporation to read as follows:

"ARTICLE IX SEPARATENESS COVENANTS"

Notwithstanding anything contained herein to the contrary, in order to preserve and ensure its separate and distinct corporate identity, the corporation, since its formation and thereafter until the Indebtedness is paid in full (i) has not and will not fail to correct any known misunderstanding regarding the separate identity of such Entity, (ii) has maintained and will maintain its accounts, books and records separate from any other person or Entity, (iii) has maintained and will maintain its books, records, resolutions and agreements as official records, (iv) has not commingled and will not commingle its funds or assets with those of any other person or Entity, (v) has held and will hold its assets in its own name, (vi) has conducted and will conduct its business in its name, (vii) has maintained and will maintain its financial statements, accounting records and other Entity documents separate from any other person or Entity, (viii) has paid and will pay its own liabilities out of its own funds and assets, (ix) has observed and will observe all corporate formalities, (x) has maintained and will maintain an arms-length relationship with any person or Entity directly or indirectly controlling, controlled by, or under common control with the corporation or any person or Entity owning a material interest in the corporation, either directly or indirectly (collectively, the "Affiliates"), (xi) has not acquired and will not acquire obligations or securities of its beneficial owners or shareholders, (xii) has allocated and will allocate fairly and reasonably shared expenses, including, without limitation, shared office space and uses separate stationery, invoices and checks (xiii) has held and identified itself and will hold itself out and identify itself as a separate and distinct Entity under its own name and not as a division or part of any other person or Entity (xiv) has not and will not identify its shareholders or any Affiliates as a division or part of it, (xv) has not entered and will not enter into or be a party to.

Fax Audit Number: H01000023102 6

Fax Audit Number: H01000023102 6

any transaction with its shareholders or its Affiliates except in the ordinary course of its business and on terms which are intrinsically fair and are no less favorable to it than would be obtained in a comparable arms-length transaction with an unrelated third party, (xvi) has paid and will pay the salaries of its own employees from its own funds, and (xvii) has maintained and will maintain adequate capital in light of its contemplated business operations."

FIFTH: New Article X has been added to the Corporation's Articles of Incorporation to read as follows:

"ARTICLE X THE INDEPENDENT DIRECTOR

The corporation will be a Single Purpose Entity (as defined in the Loan Documents) which at all relevant times has and will have at least one Independent Director and whose Board of Directors has not taken and will not take any action requiring the unanimous vote of 100% of the members of the board of directors unless all of the directors, including without limitation, all Independent Directors, shall have participated in such vote. "Independent Director" means a duly appointed member of the board of directors of the corporation who shall not have been, at the time of such appointment, at any time after appointment, or at any time in the preceding five (5) years, (i) a direct or indirect legal or beneficial owner in or a director (other than as an Independent Director), officer, employee, partner, attorney or counsel of the corporation or any of its Affiliates, (ii) a creditor, supplier, manager, contractor of the corporation or any of its Affiliates or other person who engages in business with the corporation or any of its Affiliates, if any of the foregoing derives more than 10% of its purchases or revenues from its activities with the corporation or any of its Affiliates, (iii) a person or other entity controlling or under common control with the corporation, any of its Affiliates, or any other person or entity defined in (i) or (ii) above, or (iv) a member of the immediate family of a person defined in (i), (ii) or (iii) above. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise. In the event that an Independent Director resigns, or such position is otherwise vacated, no action requiring the unanimous affirmative vote of the board of directors 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 an Independent Director, or a vacancy for any other reason, a successor Independent Director shall be appointed by the remaining directors and no action requiring the unanimous affirmative vote of the board of directors shall be taken until such successor is elected and qualified and approves such action."

Fax Audit Number: H01000023102 6

Fax Audit Number: H01000023102 6

SIXTH: The foregoing amendments were adopted on March 1, 2001.

SEVENTH: The foregoing amendments were approved by a majority of the stockholders of the Corporation. The number of votes cast for the amendments were sufficient for approval. There were no voting groups entitled to vote separately on the amendments.

[SIGNATURES ON NEXT PAGE]

Fax Audit Number: H01000023102 6

Fax Audit Number: H01000023102 6

IN WITNESS WHEREOF, GATEWAY OF WEST BLOOMFIELD, INC., a Florida corporation, has caused these Articles of Amendment to be signed by its President this 1st day of March, 2001.

GATEWAY OF WEST BLOOMFIELD,
INC., a Florida corporation

By: 

Robert J. Schrier, President

Fax Audit Number: H01000023102 6