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11 APR 13 PM 3:32

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Tampa Health Properties, LTD.
Name of Florida Limited Partnership or Limited Liability Limited Partnership

The enclosed Certificate of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

R. Mark Cronquist
Contact Person

Southern HealthCare Management, LLC
Firm/Company

5887 Glenridge Drive, Suite 150
Address

Atlanta, GA 30328
City, State and Zip Code

rmcronquist@southernlhc.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

R. Mark Cronquist at (404) 250-1846
Name of Contact Person Area Code and Daytime Telephone Number

Enclosed is a check for the following amount:

- ☒ \$52.50 Filing Fee ☐ \$61.25 Filing Fee and Certificate of Status ☐ \$105.00 Filing Fee and Certified Copy ☐ \$113.75 Filing Fee, Certified Copy, and Certificate of Status

STREET ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:
Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF**

TAMPA HEALTH PROPERTIES, LTD.

Insert name currently on file with Florida Department of State

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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Pursuant to the provisions of section 620.1202, Florida Statutes, this Florida limited partnership or limited liability limited partnership, whose certificate was filed with the Florida Department of State on January 24, 1996, assigned Florida document number A96000000162, adopts the following certificate of amendment to its certificate of limited partnership.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited partnership or limited liability limited partnership here:

New name must be distinguishable and contain an acceptable suffix.

Acceptable Limited Partnership suffixes: Limited Partnership, Limited, L.P., LP, or Ltd.

Acceptable Limited Liability Limited Partnership suffixes: Limited Liability Limited Partnership, L.L.L.P. or LLLP.

B. If amending mailing address and/or principal office address, enter new mailing address and/or principal office address here:

New Principal Office Address: 5887 Glenridge Drive
(Must be STREET address) Suite 150
 Atlanta, GA 30328

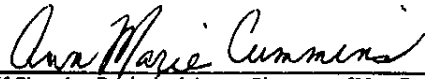
New Mailing Address: 5887 Glenridge Drive
(May be post office box) Suite 150
 Atlanta, GA 30328

C. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent: National Corporate Research, Ltd., Inc.
New Registered Office Address: 515 East Park Avenue
 Enter Florida street address
 Tallahassee, Florida 32301
 City *Zip Code*

New Registered Agent's Signature, If changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.


If Changing Registered Agent, Signature of New Registered Agent
ANNA MARIE CUMMINS, ASST. SECY.

D. If amending the general partner(s), enter the name and business address of each general partner being added or removed from our records:

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
GP	Tampa Medical Associates, Inc.	One Ravinia Dr. Ste. 1400 Atlanta, GA 30346	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
GP	Sovereign Healthcare of Tampa, LLC	5887 Glenridge Drive Suite 150 Atlanta, GA 30328	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

E. If the limited partnership or limited liability limited partnership is amending its "limited liability limited partnership" status, enter change here:

- ☐ This Limited Partnership hereby elects to be a "Limited Liability Limited Partnership."
- ☐ This Limited Partnership hereby removes its "Limited Liability Limited Partnership" status.

(NOTE: If adding or removing "limited liability limited partnership" status, all general partners must sign this amendment.)

F. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

Effective date, if other than the date of filing: _____
(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)

Signature(s) of a general partner or all general partners*:

(*NOTE: Only one current general partner is required to sign this document unless the limited partnership is adding or removing a "limited liability limited partnership" election statement. Chapter 620, F.S., requires all general partners to sign when adding or removing a "limited liability limited partnership" election statement.)

Signature of Current General Partner - see attached	_____
_____	_____
_____	_____
_____	_____

Signature(s) of all new or dissociating general partner(s), if any:

Signature of New General Partner - see attached	_____
_____	_____
_____	_____
_____	_____

Filing Fee:	\$52.50
Certified Copy (optional):	\$52.50
Certificate of Status (optional):	\$8.75

①

**AGREEMENT FOR ASSIGNMENT AND TRANSFER
OF GENERAL PARTNERSHIP INTEREST**

This Agreement for Assignment and Transfer of General Partnership Interest (this "Agreement") is made as of the 1st day of December, 2003 (the "Effective Date"), by and between **TAMPA MEDICAL ASSOCIATES, INC.**, a Florida corporation ("Assignor"), and **SOVEREIGN HEALTHCARE OF TAMPA, LLC**, a Delaware limited liability company qualified to do business in Florida ("Assignee").

For and in consideration of the sum of \$10.00, the mutual obligations created herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following recitals, terms, and conditions:

F.L.C.S.
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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1. **Recitals.**

(a) Assignor is the sole general partner of TAMPA HEALTH PROPERTIES, LTD. (the "Partnership"), a limited partnership organized under the Florida Revised Uniform Limited Partnership Act.

(b) Section 12.1 of the Agreement of Limited Partnership of Tampa Medical Properties, Ltd., effective as of January 10, 1996, as amended (the "Partnership Agreement"), permits the assignment and transfer of the general partner's interest in the Partnership with the written consent of a majority in interest of the limited partners.

(c) Assignor desires to assign and transfer to Assignee all of Assignor's interest as the general partner of the Partnership (the "Assigned Interest").

(d) Assignee wishes to accept the Assigned Interest pursuant to the terms of this Agreement.

(e) Assignor represents and warrants that all necessary consents for the assignment and transfer of the Assigned Interest to Assignee have been received and that there are no liens or encumbrances or obligations of any kind regarding the Assigned Interest, except as set forth in the Purchase Agreement.

2. **Assignment and Transfer.** Assignor hereby assigns and transfers the Assigned Interest to Assignee, and Assignee hereby accepts such assignment and transfer.

3. **Warranties and Representations of Assignor.** Assignor hereby warrants and represents as follows:

(a) Assignor has full authority to enter into this Agreement.

(b) Assignor is the sole owner of the Assigned Interest.

(c) Assignor owns the Assigned Interest free of any liens, claims or encumbrances, except those which may be contained in the Partnership Agreement.

(d) Assignor acknowledges that Assignor may not cancel, terminate or revoke this Agreement, which shall survive the dissolution or liquidation of Assignor, and shall be binding upon Assignor's administrators, successors, and assigns.

(e) Assignor acknowledges that the foregoing representations, warranties, and acknowledgments shall survive the closing of the transactions contemplated by this Assignment.

4. **Representations and Warranties of Assignee.** Assignee hereby warrants and represents as follows:

(a) Assignee has full authority to enter into this Agreement.

(b) Assignee acknowledges that Assignee may not cancel, terminate or revoke this Agreement, which shall survive the dissolution or liquidation of Assignee, and shall be binding upon Assignee's administrators, successors, and assigns.

(c) Assignee acknowledges that the foregoing representations, warranties, and acknowledgments shall survive the closing of the transactions contemplated by this Assignment.

5. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and wholly performed in that state.

(b) The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

(c) This Agreement may be executed in one or more counterparts and, notwithstanding that all of the parties did not execute the same counterpart, each of such counterparts shall, for all purposes, be deemed to be an original, and all of such counterparts shall constitute one and the same instrument, binding on all of the parties hereto.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

ASSIGNOR:

TAMPA MEDICAL ASSOCIATES, INC.

By: Wm C Straub
Name: William C. Straub
Title: VP & Asst. Treasurer

ASSIGNEE:

SOVEREIGN HEALTHCARE OF
TAMPA, LLC

By: Shelly H. Hogue
Name: William A. Hogue
Title: President

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

ASSIGNOR:

TAMPA MEDICAL ASSOCIATES, INC.

By: Wm C Straub
Name: William C. Straub
Title: VP + Asst. Treasurer

ASSIGNEE:

**SOVEREIGN HEALTHCARE OF
TAMPA, LLC**

By: _____
Name: _____
Title: _____

CONSENT

GLOWORTH, INC., a Florida corporation ("Gloworth"), as the sole limited partner of TAMPA HEALTH PROPERTIES, LTD., for \$10.00 and other good and valuable consideration, does hereby consent to the assignment and transfer by TAMPA MEDICAL ASSOCIATES, INC., of all of its interest as the sole general partner of the Partnership to SOVEREIGN HEALTHCARE OF TAMPA, LLC. In connection with its consent to this Agreement, Gloworth also hereby consents to the execution and/or consent by Assignee as the new sole general partner of the Partnership of the following:

(1) the lease termination agreement between the Partnership as landlord and the Assignor as tenant;

(2) the new lease agreement between the Partnership as landlord and the Assignee as tenant; and

(3) the grant by the Assignee to and for the benefit of GE Capital Corporation as the secured party

(a) of Assignee's interest as tenant under such new lease pursuant to a leasehold mortgage and

(b) of an assignment and pledge of Assignee's interest as the general partner in the Partnership.

GLOWORTH, INC.

By: Robert S. Newirth
Name: ROBERT S. NEWIRTH
Title: PRESIDENT

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SECRETARY OF STATE
DIVISION OF CORPORATIONS

(2)

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SECRETARY OF STATE
DIVISION OF CORPORATIONS

**SECOND AMENDMENT TO
AGREEMENT OF LIMITED PARTNERSHIP
OF TAMPA MEDICAL PROPERTIES, LTD.**

THIS SECOND AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP OF TAMPA MEDICAL PROPERTIES, LTD. (this "Amendment"), is made and entered into effective the first day of December, 2003, by and between **SOVEREIGN HEALTHCARE OF TAMPA, LLC**, a Delaware limited liability company qualified to do business in Florida and sole general partner of Tampa Medical Properties, Ltd. (the "General Partner"), and **GLOWORTH, INC.**, a Florida corporation and the sole limited partner of Tampa Medical Properties, Ltd. (the "Limited Partner") (the General Partner and the Limited Partner are sometimes individually referred to as a "Partner" and collectively referred to as "Partners").

For and in consideration of the sum of \$10.00, the mutual obligations created herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following recitals, terms, and conditions:

1. **Recitals.**

(a) **TAMPA HEALTH PROPERTIES, LTD.** is a limited partnership organized under the Florida Revised Uniform Limited Partnership Act (the "Partnership")

(b) Section 16.4 of the Agreement of Limited Partnership of Tampa Medical Properties, Ltd., effective as of January 10, 1996, as amended (the "Partnership Agreement"), permits the amendment of the Partnership Agreement with the written consent of the General Partner and the Limited Partner.

(c) The Partners desire to amend the Partnership Agreement.

2. **Sovereign Healthcare Of Tampa, LLC.** Sovereign Healthcare Of Tampa, LLC is the General Partner of the Partnership effective December 1, 2003, and all references to "General Partner" in the Partnership Agreement are intended to refer to Sovereign Healthcare Of Tampa, LLC.

3. **Additional Special Duties of General Partner.** A new subsection B.2. shall be added after subsection B.1. of Section 7.3 (with the current subsections B.2. and B.3. being renumbered to B.3. and B.4., respectively), as follows:

"2. The cancellation of that certain Administrative Services Agreement between Sovereign Healthcare Of Tampa, LLC with Mariner Health Care Management Company ("MHCMC") dated as of December 1, 2003 (the "ASA"), or any change or modification prior to December 31, 2008 in section 2(e) of the ASA or of any provision in the ASA relating to MHCMC's

obligation to provide financial assistance to Sovereign Healthcare Of Tampa, LLC in connection with its purchasing or paying the premiums for any general or professional liability insurance that is required to be maintained by it under the terms of the Facility Lease (as defined below)."

4. **Section 10.3.** The General Partner's right to receive ten percent (10%) of the net proceeds of a sale or refinancing described in such section is hereby reduced to zero percent (0%) and eliminated. The remainder of Section 10.3 is not changed.

5. **Dissolution of Partnership on Termination of Lease with Sovereign Healthcare Of Tampa, LLC.** A new subsection D. shall be added after subsection C. of Section 13.1 (with the current subsections D. and E. being renumbered to E. and F., respectively), as follows:

"D. Within thirty (30) days after the termination of that certain Lease Agreement between the Partnership as the landlord and Sovereign Healthcare Of Tampa, LLC as the tenant, dated effective December 1, 2003 (the "Facility Lease"), if the General Partner receives a written consent to dissolution executed by the Limited Partners owning more than seventy-five percent (75%) of the Percentage Interests. In the event that the Partnership dissolves as a result of this subsection D., then notwithstanding anything in this Agreement to the contrary, the distributions to be made to the General Partner in connection with the dissolution of the Partnership shall be limited to \$100."

All references in the Partnership Agreement to the "Facility Lease" shall be deemed to refer to the Facility Lease as described in new subsection D of Section 13.1.

6. **Ratification of Agreement as Amended.** As amended hereby, the Partners approve and ratify the Partnership Agreement, as previously amended, in all respects.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**SOVEREIGN HEALTHCARE OF TAMPA,
LLC**

By: [Signature]
Name: William A. Kystorovsk
Title: President

GLOWORTH, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**SOVEREIGN HEALTHCARE OF TAMPA,
LLC**

By: _____
Name: _____
Title: _____

GLOWORTH, INC.

By: Robert S. Neuwirth
Name: ROBERT S. NEUWIRTH
Title: PRESIDENT