

L01900011657

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

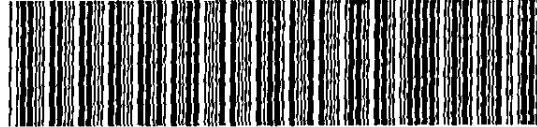
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



000053645670

FILED
05 MAY -4 PM 4:54
SECRETARY OF STATE
TALLAHASSEE FLORIDA

RECEIVED
05 MAY -4 PM 3:00
SECRETARY OF STATE
TALLAHASSEE FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 352762 81908A

AUTHORIZATION : Patricia

COST LIMIT : \$ 25

FILED
05 MAY -4 PM 4:54
TALLAHASSEE, FLORIDA

ORDER DATE : May 4, 2005

ORDER TIME : 1:58 PM

ORDER NO. : 352762-005

CUSTOMER NO: 81908A

CUSTOMER: W. Peyton Gause, Jr., Esq
Gause & Associates, P.a.
935 Birdie Way

Apollo Beach, FL 33572

DOMESTIC AMENDMENT FILING

NAME: CATTLERIDGE MEDICAL PARTNERS,
L.L.C.

EFFECTIVE DATE:

XXX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XXX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Harry B. Davis -- EXT# 2926

EXAMINER'S INITIALS: _____

ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION
FOR
CATTLERIDGE MEDICAL PARTNERS, L.L.C.,
A FLORIDA LIMITED LIABILITY COMPANY

FILED
05 MAY -4 PM 4:54
CLERK OF THE STATE
TREASURY DEPARTMENT
TALLAHASSEE, FLORIDA

By and through its undersigned Managing Member, and based upon the unanimous vote or consent of all of its current Members, the Articles of Organization for CATTLERIDGE MEDICAL PARTNERS, L.L.C., a Florida limited liability company, which articles were filed on July 16, 2001 and assigned document number L01000011657, are hereby amended, supplemented and modified, pursuant to the provisions of '608.411, Florida Statutes, as follows:

1. The name of the limited liability company is CATTLERIDGE MEDICAL PARTNERS, L.L.C. (hereinafter the ACompany@).

2. The Articles of Organization of the Company were filed on July 16, 2001, and assigned instrument number L01000011657 by the Florida Department of State.

3. The undersigned, CattleRidge Development Corporation, a Florida corporation, is the Managing Member of the Company.

4. The following amendments to the original Articles of Organization (the "original Articles") were made upon the unanimous vote or consent of all of the current Members of the Company, which amendments shall be effective upon the filing of these Articles of Amendment with the Florida Secretary of State. Accordingly, the Articles of Organization for CATTLERIDGE MEDICAL PARTNERS, L.L.C., are hereby amended, supplemented and modified, as follows:

I. Notwithstanding any provision hereof or of the original Articles to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Company, is to engage solely in the following activities:

- (i) To acquire from Max B. Cohen and Deloris F. Cohen, that certain parcel of real property, together with all improvements located thereon, in the City of Sarasota, State of Florida, consisting of approximately 3.89 acres of land located at 3333 Cattlemen Road, Sarasota, Florida 34232, commonly known as CattleRidge Medical Center (the "Property").
- (ii) To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property.
- (iii) To exercise all powers enumerated in the Florida Limited Liability Company Act necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth therein.

II. Notwithstanding any provision hereof or of the original Articles to the contrary, and for so long as a mortgage lien exists on the Property, the following shall govern:

- (i) The Company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property and shall not incur, assume, or guaranty any other indebtedness.
- (ii) The Company shall not consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity unless (A) the entity (if other than the Company) formed or surviving such consolidation or merger or that acquired by conveyance or transfer the properties and assets of the Company substantially as an entirety (1) shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, (2) shall include in its organizational documents the same limitations as set forth in this Section II and in Section III, below, and (3) shall expressly assume the due and punctual performance of the Company's obligations; and (B) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this Company and be continuing.
- (iii) The Company will not voluntarily commence a case with respect to itself as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of the Members.

III. Notwithstanding any provision hereof to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Property, including, without limitation, the first mortgage on the Property, as modified or amended, and shall not constitute a claim against the Company in the event that cash flow is insufficient to pay such obligations.

IV. Notwithstanding any provision hereof to the contrary and for so long as a mortgage lien exists on any portion of the Property, in order to preserve and ensure its separate and distinct company identity, in addition to the other provisions set forth herein, the Company shall conduct its affairs in accordance with the following provisions:

- (i) It shall not, nor will any managing member thereof, as applicable, amend, modify or otherwise change its articles or certificate of organization or incorporation, operating agreement, bylaws, or other formation agreement or documents, as applicable, in any material term or manner, or in a manner which adversely affects the Company's existence as a single purpose entity.
- (ii) It shall not 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.

- (iii) It does not own and shall not own any asset other than (A) the Property, and (B) incidental personal property necessary for the operation of the Property.
- (iv) It is not engaged and shall not engage, either directly or indirectly, in any business other than the ownership, management and operation of the Property.
- (v) It shall not enter into any contract or agreement with any affiliate or member of the Company, as applicable, 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.
- (vi) It has not incurred and shall not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) the debt evidenced by the first mortgage lien on the Property and (B) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property customarily satisfied within thirty (30) days and in an aggregate amount not to exceed the lesser of one percent (1.0%) of the existing principal balance of the note evidencing the debt secured by the Property or \$100,000.00, and no other debt will be secured (senior, subordinate or *pari passu*) by the Property.
- (vii) It has not made and will not make any loans or advances to any third party.
- (viii) It is and shall be solvent and pay its debts from its assets as the same shall become due.
- (ix) It has done or caused to be done and will do all things necessary to preserve its existence, and will observe all formalities applicable to it.
- (x) It will conduct and operate its business in its own name and as presently conducted and operated.
- (xi) It will be, and at all times shall hold itself out to the public as, a legal entity separate and distinct from any other entity (including, without limitation, any affiliate or member, as applicable).
- (xii) It shall file its own tax returns.

- (xiii) It shall 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.
- (xiv) It has and shall maintain its assets in such a manner that is not costly or difficult to segregate ascertain or identify its individual assets from those of any affiliate, member or any other person.
- (xv) It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its affiliates or members, or it shall fairly and reasonably allocate any overhead for shared office space.
- (xvi) It shall maintain separate records, financial statements and books of account from those of any affiliate or member.
- (xvii) It shall not commingle assets with those of any affiliate or member.
- (xviii) It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any affiliate.
- (xix) It shall not guarantee or become obligated for the debts of any other entity, including any affiliate or member, or hold out its credit as being available to satisfy the obligations of others.
- (xx) It shall use stationery, invoices and checks separate from any affiliate or member.
- (xxi) It shall not pledge its assets for the benefit of any other entity, including any affiliate or member.

For purpose of this Article IV, the following terms shall have the following meanings: "affiliate" means any person controlling or controlled by or under common control with the Company including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the Company, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this Company, or any affiliate. For purpose of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" shall have meaning correlative to the foregoing.

"person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any

beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

V. Notwithstanding any provision hereof or in the original Articles to the contrary, the following shall govern: To the extent permissible under applicable federal and state law, the vote of a majority-in-interest of the remaining members is sufficient to continue the life of the Company. If such vote is not obtained, for so long as a mortgage lien exists on any portion of the Property the Company shall not liquidate the Property without first obtaining approval of the Mortgagees holding first mortgages on any portion of the Property. Such holders may continue to exercise all of their rights under the existing security agreements or mortgages until the debt underlying the mortgage liens has been paid in full or otherwise completely discharged.

VI. Notwithstanding any provision hereof or in the original Articles to the contrary, the following shall govern: When acting on matters subject to the vote of the members, notwithstanding that the Company is not then insolvent, all of the members shall take into account the interest of the Company's creditors, as well as those of the members.

These Articles of Amendment were adopted upon the unanimous vote or consent of all of the Company's members. In the event of a conflict between the provisions of the original Articles and these Articles of Amendment, the provisions of these Articles of Amendment shall govern.

IN WITNESS WHEREOF, the Managing Member of the Company has executed these Articles of Amendment on this the 29th day of April, 2005.

Cattleridge Development Company, a
Florida corporation, as Managing Member

By: /S/ FRED M. STARLING
Fred M. Starling, as its President