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2008 JAN 17 AM 10:49

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Amend

TB

1-27-08

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** AMBERT MEDICAL CARE CENTER, CORP.

**DOCUMENT NUMBER:** PO6000045920

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

IVAN LAMBERT

(Name of Contact Person)

AMBERT MEDICAL CARE CENTER, CORP.

(Firm/ Company)

15495 EAGLE NEST LANE SUITE 100

(Address)

MIAMI LAKES FL 33014

(City/ State and Zip Code)

For further information concerning this matter, please call:

IVAN LAMBERT

(Name of Contact Person)

at ( 305 ) 556-0021

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☒ \$35 Filing Fee

☐ \$43.75 Filing Fee &  
Certificate of Status

☒ \$43.75 Filing Fee &  
Certified Copy  
(Additional copy is  
enclosed)

☐ \$52.50 Filing Fee  
Certificate of Status  
Certified Copy  
(Additional Copy  
is enclosed)

**Mailing Address**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Articles of Amendment  
to  
Articles of Incorporation  
of

AMBERT MEDICAL CARE CENTER, CORP.

(Name of corporation as currently filed with the Florida Dept. of State)

FILED  
2008 JAN 17 AM 10:49  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

PO6000045920

(Document number of corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

**NEW CORPORATE NAME (if changing):**

(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")  
(A professional corporation must contain the word "chartered", "professional association," or the abbreviation "P.A.")

**AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE)** Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

YARIEL HERNANDEZ IS THE NEW VICE-PRESIDENT OF THE CORP.

HE OWNED THE 25% OF THE SHARE ISSUED (125 SHARES)

MINERVINO HERNANDEZ IS THE NEW SECRETARY OF THE CORPORATION

HE OWNED THE 25% OF THE SHARE ISSUED (125 SHARES)

IVAN LAMBERT STAY AS THE PRESIDENT AND OWNED THE 50% OF THE  
SHARES ISSUED (250 SHARES)

(Attach additional pages if necessary)

If an amendment provides for exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: (if not applicable, indicate N/A)

YARIEL HERNANDEZ OWNED 125 SHARES OF THE CORPORATION

MINERVINO HERNANDEZ OWNED 125 SHARES OF THE CORPORATION

IVAN LAMBERT OWNED 250 SHARES OF THE CORPORATION

(continued)

The date of each amendment(s) adoption: NOVEMBER 1, 2007

Effective date if applicable: NOVEMBER 1, 2007  
(no more than 90 days after amendment file date)


Adoption of Amendment(s) **(CHECK ONE)**

- ☐ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval by \_\_\_\_\_."  
(voting group)

- ☒ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.
- ☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signature

  
(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

IVAN LAMBERT

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)

**FILING FEE: \$35**

**ADDENDUM TO ARTICLES OF INCORPORATION FOR AMBERT MEDICAL  
CARE CENTER, A FLORIDA CORPORATION**

*Corp.*

This Addendum shall serve as part of the Articles of Incorporation for Ambert Medical Care Center, *Corp.* a Florida Corporation. All parts of this Addendum shall be treated as binding upon the corporation and its shareholders. Any portion of this addendum deemed as not enforceable shall not effect the remaining portions.

1- The parties to this contract are:

- A- Ivan Lambert
- B- Minervino Hernandez
- C- Yariel Hernandez

2- The interest owned by each shareholder is:

- |                        |                         |
|------------------------|-------------------------|
| A- Ivan Lambert:       | Fifty Percent-50%       |
| B- Minervino Hernandez | Twenty five Percent-25% |
| C- Yariel Hernandez:   | Twenty five Percent-25% |

3- The profit/salary for each shareholder shall correspond to that shareholders interest in the corporation. Each shareholder shall receive from the net profits the percentage that each owns in the corporation. No shareholder shall receive a salary. The compensation for working shall be strictly received from the net profit draw each shareholder is entitled to.

4- A- **Ivan Lambert** via this addendum will be co-owner and shall serve as the Director and General Manager in charge of personnel and the medical staff in general, including the front desk and will be responsible for the marketing, promoting and accounting of the Medical Center. Ivan Lambert via this addendum is committing to working in this capacity for three (3) years from the date of this agreement. After three years, unless he chooses to sell his share, Ivan Lambert will still be working for the corporation in the above-referenced capacity.

B- shall not receive a salary or commission other than the compensation enumerated above.

5- A- **Minervino Hernandez** via this addendum will be co-owner and is committing to:

1- Serve as a Director and General Manager in charge of personnel and the medical staff in general, including the front desk and will be responsible for the marketing, promoting and accounting of the Medical Center. Minervino Hernandez via this addendum is committing to work in this capacity for three (3) years from the date of this agreement. After three years, unless he chooses to sell his share, Minervino Hernandez will still be working for the corporation in the above capacity.

2- shall not receive a salary or commission other than the compensation enumerated above.

B- In the event that Minervino Hernandez chooses to sell his share in the corporation, he must: First offer the purchase of this percentage to Ivan Lambert and Yariel Hernandez. This offer must be made in writing to Ivan Lambert and sent via certified mail to Ivan Lambert at: 15495 Eagle Nest Lane Suite 100 Miami Lakes, Fl 33014.

The acceptance or rejection by Ivan Lambert must be made in writing and sent to Minervino Hernandez at: 3850 SW 144th Pl Miami, Fl 33175. Ivan Lambert has thirty (30) days to accept or reject exercising this option. If acceptance is not made within thirty (30) days, then Ivan Lambert would be deemed to have rejected exercising this option.

C- In the event Ivan Lambert rejects exercising this option, then Minervino Hernandez may sell his twenty five percent 25% share to a third party. However, prior written approval must be given by Ivan Lambert and Yariel Hernandez consenting to the third party who wishes to purchase Minervino Hernandez's share.

6- A- Yariel Hernandez will be a co-owner and will serve as a general manager in charge of personnel and the medical staff in general, including the front desk, and will be responsible for the marketing, promoting and the day to day office functioning and responsibilities. Yariel Hernandez via this addendum is committing to work in this capacity for three. (3) years from the date of this agreement. After three years, unless he chooses to sell his share, Yariel Hernandez will still be working for the corporation as set forth in the above-referenced capacity.

B- shall not receive a salary or commission other than the compensation enumerated above.

C- In the event that Yariel Hernandez chooses to sell his share in the corporation, he must: First offer the purchase of this percentage to Ivan Lambert and Minervino Hernandez. This offer must be made in writing to Ivan Lambert and sent via certified mail to Ivan Lambert at: 15495 Eagle Nest Lane Suite 100 Miami Lakes, Fl 33014

The acceptance or rejection by Ivan Lambert must be made in writing and sent to Yariel Hernandez at 3850 SW 144th PL Miami, Fl 33175. Ivan Lambert has thirty (30) days to accept or reject exercising this option. If acceptance is not made within thirty (30) days, then Ivan Lambert would be deemed to have rejected exercising this option.

D- In the event Ivan Lambert rejects exercising this option, then Yariel Hernandez may sell his twenty five percent 25% share to a third party. However, prior written approval must be given by Ivan Lambert and Minervino Hernandez consenting to the third party who wishes to purchase Yariel Hernandez's share.

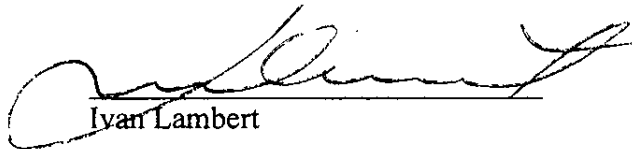
7- However, no shareholder may sell his or her share within the first three years of this agreement. Sales of a shareholder's interest must be after three years from this agreement.

8- Purchase price for each shareholder's share that chooses to sell their respective share after three (3) years from this agreement, will be the percentage of his or her net profits at the time of contract for sale multiplied by two (2). This compensation is provided that the selling shareholder has not breached the terms of this agreement. If the selling shareholder has committed a breach of this agreement, then the sales price will be reduced to offset the losses sustained by said breach.

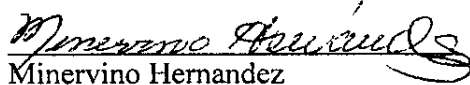
9- In the event of death of any of the shareholders, then that shareholders beneficiaries will receive the net value of that share based on one calendar year multiplied by two (2).

10- Shareholder are entitle to two (2) weeks vacation per calendar year with one (1) week vacation add each year not to exceed four (4) weeks per calendar years and five (10) sick days per calendar year.

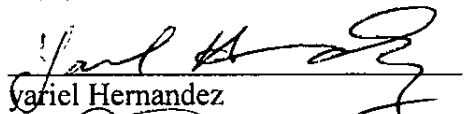
11- Shall any of the term for this addendum need to be enforce the prevailing party should be entitle to attorneys fees and cost from the non prevailing party.

  
Ivan Lambert

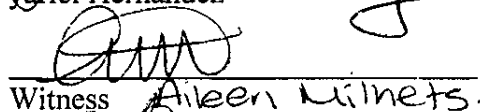
11-1-07  
Date

  
Minervino Hernandez

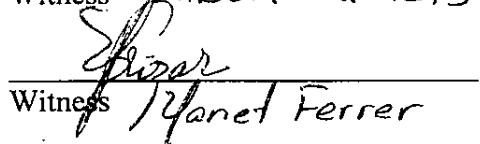
11-1-07  
Date

  
Yariel Hernandez

11-1-07  
Date

  
Witness Aileen Wilnets.

11-1-07  
Date

  
Witness Yanet Ferrer

11-1-07  
Date

