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FILED

04 FEB -5 AM 11:36

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLEASE READ ALL INSTRUCTIONS BEFORE C

CORPORATION
REINSTATEMENT



FLORIDA DEPARTMENT OF STATE
Secretary of State
DIVISION OF CORPORATIONS

REINSTATEMENT

DOCUMENT # P94000068752

1. Corporation Name
MARIO LOPEZ DC, PA II

100028611841
10/17/03--01063--013 **193.75

100028611841
02/11/04--01022--008 **150.00

| | | | |
|---|----------------|-----------------------------------|---------|
| 2. Principal Office Address 4355 W. 16 TH AVE | | 3. Mailing Office Address SAME | |
| Suite, Apt. #, etc. SUITE 212 | | Suite, Apt. #, etc. | |
| City & State HIALEAH, FL | | City & State | |
| Zip 33012 | Country USA | Zip | Country |

| |
|--|
| 4. Date (Incorporated or Qualified To Do Business in Florida) 9/19/94 |
| 5. FEI Number 650534412 |
| Applied For Not Applicable |
| 6. CERTIFICATE OF STATUS DESIRED <input type="checkbox"/> |

7. Name and Address of Current Registered Agent

Name
LOPEZ, MARIO

Street Address (P.O. Box Number if Not Acceptable)
4355 W. 16TH AVE

Suite, Apt. #, etc.
SUITE 212

City
HIALEAH

State
FL

Zip Code

DM

8. I, being appointed the registered agent of the above named corporation, am familiar with and accept the obligations of section 607.0805 or 617.0803, F.S.

Signature of Registered Agent *[Signature]* Date 83012

REGISTERED AGENT MUST SIGN

9. Names and Street Addresses of Each Officer and/or Director (Florida nonprofit corporations must list all officers & directors)

| TIPO | Name of Officers and/or Directors | Street Address of Each Officer and/or Director | City / State / Zip |
|------|-----------------------------------|--|----------------------|
| | Same as above | | |
| PD | Mario Lopez - | 4355 W. 16 TH AVE #212 | Hialeah, FL 33012 |
| | | | |
| | | | |

10. I certify that I am an officer or director or the register or trustee empowered to execute this application as provided for in chapter 607 or 617, F.S. I further certify that when filing this reinstatement application, the reason for dissolution has been eliminated, the corporate taxes submitted the requirements of section 607.0401 or 617.0401, F.S., and all fees owed by the corporation have been paid and the names of individuals named on this form do not qualify for an exemption under section 118.07(1)(D), F.S. The information indicated on this application is true and accurate, and my signature shall have the same legal effect as if made under oath.

SIGNATURE: *[Signature]* Date _____ Expires _____

SIGNATURE MUST BE TYPED OR PRINTED NAME OF SENDING OFFICER OR DIRECTOR

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KCA Kofsky, Coury & Associates, PA
CERTIFIED PUBLIC ACCOUNTANTS

January 29, 2004

Michelle Milligan
Florida Department of State
Division of Corporations
409 East Gaines St.
Tallahassee, FL 32399

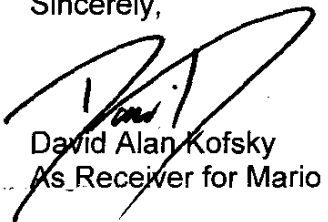
Re: Mario Lopez DC, PA II Document # P94000068752

Dear Michelle,

As per our phone conversation, please reinstate the corporation referenced above. As we discussed, the delay in filing was due to the transition of responsibility caused by our assumption of the role of Receiver for this entity. Because of this, Dr. Lopez never received the renewal form.

If you have any further questions or need further documentation, please contact me immediately.

Sincerely,



David Alan Kofsky
As Receiver for Mario Lopez DC PA II

Enclosed is the fee for 2004.

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IN THE CIRCUIT COURT OF THE 16TH
JUDICIAL CIRCUIT IN AND FOR
MONROE COUNTY, FLORIDA
CIVIL DIVISION

CASE NO.: DRP-01-238

IN RE: THE MARRIAGE OF:

WENDY LOPEZ,

Petitioner/Wife,

And

MARIO LOPEZ,

Respondent/Husband,

MARIO LOPEZ, D.C. P.A. II,
a Florida Corporation,

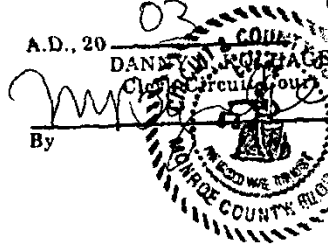
Corporate Defendant.

STATE OF FLORIDA
COUNTY OF MONROE

This Copy is a True Copy of the
Original on File in this Office. Witness
my hand and Official Seal.

This 9 day of Jan

A.D., 20



By

D.C.

ENTERED IN FILE
JAN 11 2003

ORDER ON ENFORCEMENT OF CONTEMPT

THIS CAUSE having come before the Court on December 2, 2002 at the Sentencing Hearing on WENDY LOPEZ's Motion for Contempt, to Compel Compliance and to Order Incarceration and the Court having heard argument of counsel and having been fully advised in the premises, hereby makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

The Court makes the following findings in support of this ruling:

1. On October 7, 2002, the Court granted Wendy Lopez' Motion for Contempt. The Court found that Mario Lopez willfully failed to pay the support obligations that he agreed to and was ordered to pay. The undisputed evidence showed

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that MARIO LOPEZ had and continues to have the financial ability to make the support payments he agreed to and was ordered to pay and intentionally refused to do so. MARIO LOPEZ was given thirty (30) days to purge the contempt.

2. At the sentencing hearing which was held on December 2, 2002, the evidence showed that Mario Lopez had sold his interest in the former marital home and that the proceeds of the sale were used to pay: the mortgage payments, penalties, interest, property taxes and insurance that were in arrears, attorneys' fees that were owed to the bank (as a result of foreclosure proceedings) as well as past due alimony. The undisputed evidence also showed that, in direct contravention of this Court's orders, MARIO LOPEZ retained a portion of the proceeds for his own use.

3. Despite this Court's findings that MARIO LOPEZ had the ability to pay the obligations (alimony, credit card debt, attorneys' fees and costs) he had agreed to and was ordered to pay, MARIO LOPEZ did not use one cent of his own earnings in order to purge the contempt. MARIO LOPEZ chose instead to liquidate his interest in the former marital home in an effort to circumvent this Court's rulings and defeat the payment of attorneys' fees. This Court previously has found that the Respondent Mario Lopez had the ability to make payments he was ordered to pay, and that he agreed to pay as part of the settlement entered into on the record at the second day of the final hearing, where Mario Lopez was represented by counsel of record, Albert Wilensky, who acted for the respondent in the final hearing that was tried before the Court.

4. In violation of this Court's Orders, Mr. Mario Lopez failed to pay the mortgage payments, alimony and child support, placing the home under foreclosure, creating insecurity in the family living there, and causing them great physical and emotional

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hardship. At previous hearings, this Court made it very clear to Mr. Lopez to pay what he owed as a first priority, despite that, Mr. Lopez used tens of thousands of his funds from his practice for entertainment instead of doing what he was ordered to do.

Conclusions of Law and Order and Judgment

CONCLUSIONS OF LAW

5. MARIO LOPEZ is deemed to be in contempt of court by having refused to obey this Court's orders. See Fla. Stat. § 38.23.

6. Willfulness is presumed on the showing that MARIO LOPEZ defaulted in making support payments. Hollander v. Vetrick, 675 So. 2d 1047, 1048 (Fla. 4th DCA 1996). Attorneys' fees awarded pursuant to Fla. Stat. § 61.16 are part of the support obligation and are enforceable through contempt. Wertkin v. Wertkin, 763 So. 2d 465, 466 (Fla. 4th DCA 2000).

7. MARIO LOPEZ failed to purge the contempt during the time allotted.

8. The undisputed evidence shows that the Respondent MARIO LOPEZ had and continues to have the financial ability to make the support payments including payments for attorneys' fees and costs that he agreed to and was ordered to pay and intentionally refuses to do so.

9. Pursuant to Fla. Fam. L. R. P. 12.615(d)(2) in order to obtain compliance, this Court orders the appointment of a Receiver of the Corporation, Mario Lopez, D.C., P.A. II, as a coercive sanction against the Respondent for his willful refusal to pay the support owed.

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10. The willful misconduct and contumacious disregard of this Court's orders requires further action and sanctions to protect the other family members, the former wife and his children of the marriage, as well as the attorneys and accountants who need to be paid for their services rendered, therefore it is,

ORDERED AND ADJUDGED as follows:

11. Kofsky, Coury & Associates, P.A. is appointed Receiver of Mario Lopez, D.C., P.A. II. and of all the funds related to any chiropractic or other work or employment of Mario Lopez.

12. Kofsky, Coury & Associated, P.A. (the "Receiver") will take possession and control of all of the corporate books, records and assets of Mario Lopez, D.C., P.A., II (the "Corporation") and all entities or accounts of Mario Lopez and will be named the sole authorized signer of the Ocean Bank account, number 040409606105 and any other bank accounts titled in the name of Mario Lopez, D.C., P.A., II, Mario Lopez or any other business that Mario Lopes has an interest in or worked through.

13. The Receiver will prepare an inventory of the Corporation's assets and liabilities, and will report to this Court and counsel for the former wife, Deehl and Carlson, P.A. and Ben Farbstein within thirty (30) days.

14. The Receiver will collect all obligations and money due to Corporation.

15. The Receiver will pay the obligations of Mario Lopez as set forth in the Final Judgment of Dissolution of Marriage entered July 18, 2002. The Receiver will also use his business judgment pay all valid obligations and necessary purchases needed to keep the chiropractic practice operating. Dr. Lopez is ordered to use his best efforts to

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continue to practice chiropractic medicine as needed to maximize the income and profitability of Mario Lopez, DC, P.A., II.

16. The Receiver will take such action as may be appropriate to carry on the business of the Corporation and preserve and conserve the assets and property of the Corporation.

17. MARIO LOPEZ is enjoined from using any and all credit cards held in the name of Mario Lopez, D.C., P.A. II.

18. The Corporation is not liable for payment of credit cards held in the name of MARIO LOPEZ, individually.

19. The Receiver is authorized to enter an order with the postal service instructing the postal service to forward all mail addressed to the Corporation to the offices of Kofsky, Coury & Associates, P.A. or such other address as the Receiver may indicate. The Receiver may also notify the corporation's creditors, patients, and all others who transact business with or correspond with the corporation of the change of mailing address.

20. The Receiver will keep strict accounts and report to the Court within ninety (90) days.

21. MARIO LOPEZ, his agents, employees of Mario Lopez, D.C., P.A., II and all other persons, shall upon demand of the Receiver or his duly authorized agent turn over and deliver to the Receiver any books of accounts, vouchers, papers, computers, deeds, leases, contracts, bills, notes, accounts, moneys or other property of Mario Lopez, D.C., P.A., II.

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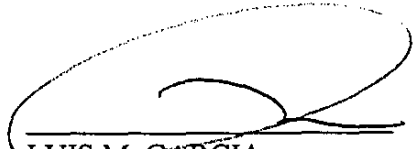
22. Mario Lopez, D.C., P.A. II, and officers, directors, agents, and employees of the Corporation, are enjoined from collecting any of the debts or demands due Mario Lopez, D.C., P.A., II, and from paying out, disposing of, or in any way transferring or delivering to any person any of the money, property, or effects of Mario Lopez, D.C., P.A. II, except to deliver the same to said Receiver.

23. The Receiver shall be paid a reasonable fee for the services performed. The fee will be paid monthly by Respondent and Mario Lopez, D.C., P.A. II.

24. The Receiver is not required to post a bond.

25. It is agreed to hold Kofsky, Coury & Associates, P.A., its shareholders and employees harmless from any and all liabilities and costs and expenses, by reason of any actions taken or committed be taken in good faith relating to this engagement.

DONE AND ORDERED in Chambers on Plantation Key, Monroe County, Florida this 27th day of December 2002.


LUIS M. GARCIA
Circuit Judge

cc: David L. Deehl, Esq. ✓ 12/30/02
Mario Lopez ✓
Ben Farbstein, Esq. ✓