

Division of Corporations

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BASIC AMENDMENT

CONGRESS II MEDICAL EQUITY CORPORATION

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Amendment

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**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
CONGRESS II MEDICAL EQUITY CORPORATION**

Pursuant to the provisions of Section 607.1006 of the Florida Business Corporation Act (1993), the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

- I. The name of the corporation is Congress II Medical Equity Corporation (the "Corporation").
- II. The following amendments of the Articles of Incorporation were adopted by all of the Shareholders (the number of votes cast being sufficient for approval) and all the Directors of the Corporation by the Unanimous Written Consent of Directors and Shareholders in Lieu of a Special Meeting dated September 21, 2000, in the manner prescribed by Sections 607.1003 and 607.1006 of the Florida Business Corporation Act:

- 1. Article III of the Articles of Incorporation is hereby amended in its entirety to read as follows:

"ARTICLE II - 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 acting as a general partner of Congress II Medical Equity Investors, Ltd., a Florida limited partnership (the "Investor Partnership"), which is the general partner of Congress II Investors, Ltd., a Florida limited partnership (the "Partnership"), whose purpose is to own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with certain parcels of real property, together with all improvements located thereon, in the Village of Palm Springs, State of Florida, as more particularly described on Exhibit A to the Agreement of Limited Partnership of Congress II Investors, Ltd. dated June 1, 1997 (the "Partnership Agreement") (the "Mortgaged Property"). The Corporation shall 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."

- 2. The Articles of Incorporation are hereby amended to include the following Articles X and XI:

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**"ARTICLE X - SINGLE PURPOSE
BANKRUPTCY REMOTE STATUS**

For so long as any mortgage lien in favor of PW Real Estate Investments Inc., its successors or assigns ("PW") (the "First Mortgage") exist on any portion of the Mortgaged Property, in order to maintain its single purpose bankruptcy remote status and to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth in the Articles of Incorporation, the Corporation shall conduct its affairs in accordance with the following provisions:

- (a) It will not own any asset or property other than incidental personal property necessary for the purpose of acting as general partner of the Investor Partnership, which is the general partner of the Partnership.
- (b) It will not engage in any business other than acting as general partner of the Investor Partnership, which is the general partner of the Partnership.
- (c) It will not enter into any contract or agreement with the Partnership, the Investor Partnership, any affiliate of the Partnership, the Investor Partnership, or the Corporation, any constituent party of the Partnership or the Investor Partnership, any guarantor or any affiliate of any constituent party or guarantor, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's-length basis with third parties other than any such party.
- (d) It will not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the debt secured by the First Mortgage, and (ii) trade and operational debt incurred in the ordinary course of business with trade creditors in amounts as are normal and reasonable under the circumstances, provided that such debt (a) is paid within forty-five (45) days of the date an invoice is received, (b) does not exceed three percent (3%) of the outstanding principal balance due under the Note executed in favor of PW; and (c) is not evidenced by a note. No indebtedness other than the debt secured by the First Mortgage may be secured (subordinate or *pari passu*) by the Mortgaged Property.
- (e) It will not make any loans or advances to any third party (including the Partnership, the Investor Partnership, any affiliate or constituent party, any guarantor or any affiliate of any constituent party or guarantor), and will not acquire obligations or securities of the Partnership, the Investor Partnership, their affiliates or any constituent party.

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- (f) It is and will use all efforts and resources to remain and cause the Partnership and the Investor Partnership to remain solvent and it will pay and cause the Partnership and the Investor Partnership to pay their debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its own assets as to the Corporation's debts, the Partnership's assets as to the Partnership's debts, and the Investor Partnership's assets as to the Investor Partnership's debts as the same shall become due.
- (g) It will do all things necessary to observe organizational formalities and preserve its existence, and, except as expressly permitted pursuant to Paragraph 9 of the First Mortgage, the Corporation will not, nor will it permit the Partnership, the Investor Partnership, any constituent party or guarantor to amend, modify or otherwise change the Partnership's Certificate of Limited Partnership, the Partnership Agreement, the Investor Partnership's Certificate of Limited Partnership, the Investor Partnership's Agreement of Limited Partnership, articles of incorporation and bylaws, trust or other organizational documents of the Corporation, the Partnership, the Investor Partnership, or such constituent party or guarantor without the prior written consent of the mortgagee holding the First Mortgage.
- (h) It will maintain all of its books, records, financial statements and bank accounts separate from those of affiliates and any constituent party, and it will file its own tax returns. It will maintain its books, records, resolutions and agreements as official records.
- (i) It will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including the Partnership, the Investor Partnership, any affiliates thereof or of the Corporation, any constituent party of the Corporation, any guarantor or any affiliate of any constituent party or guarantor), will correct any known misunderstanding regarding its status as a separate entity, will conduct business in its own name, will not identify itself or any of its affiliates as a division or part of the other and will maintain and utilize separate stationery, invoices and checks.
- (j) It will 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.
- (k) The Corporation will not and will not cause the Partnership, the Investor Partnership, nor any constituent party, to seek the dissolution, winding up, liquidation, consolidation or merger in whole or in part, of any such person, and will not and will not cause the Partnership or the Investor Partnership to

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transfer or convey all or substantially all of its properties or assets (except as may be expressly permitted under the First Mortgage).

- (l) It will not commingle the funds and other assets of the Corporation with those of the Partnership, the Investor Partnership, any affiliate or constituent party, any guarantor, or any affiliate of any constituent party of guarantor, or any other person.
- (m) It will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of the Partnership, the Investor Partnership, any affiliate or constituent party, any guarantor, or any affiliate of any constituent party or guarantor, or any other person.
- (n) It will not hold itself out to be responsible for the debts or obligations of any other person including without limitation the Partnership, the Investor Partnership, or any affiliate.

ARTICLE XI - INDEMNIFICATION

Any indemnification of the Corporation's directors and officers shall be fully subordinated to any obligations respecting the Partnership or the Mortgaged Property (including, without limitation, the First Mortgage) 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."

- III. Except as hereby amended, the Articles of Incorporation of the Corporation shall remain the same.

CONGRESS II MEDICAL EQUITY
CORPORATION, a Florida corporation

By: 
Patrick J. DiSalvo, Vice President