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Division of Corporations

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From:

Account Name : BARNETT, BOLT, KIRKWOOD & LONG
Account Number : 072731001155
Phone : (813) 253-2020
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BASIC AMENDMENT

ADULT CARE HOLDING CORP.

Certificate of Status	0
Certified Copy	0
Page Count	05
Estimated Charge	\$35.00

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Amend
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9/23/04

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ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
ADULT CARE HOLDING CORP.

ADULT CARE HOLDING CORP., a Florida corporation (the "Corporation"), submits these Articles of Amendment pursuant to Section 607.1006 of the Florida Business Corporation Act (the "Act") for the purpose of amending the Articles of Incorporation of the Corporation (the "Articles") in the manner set forth herein.

1. A new Article 10 is hereby added to the Articles to read in its entirety as set forth in Exhibit A attached hereto.
2. The foregoing amendment was adopted on September 21, 2004, by the written consent of the sole shareholder of the Corporation in accordance with the provisions of Sections 607.1003(6) and 607.0704 of the Act.
3. The sole voting group entitled to vote on the foregoing amendment consists of the holders of common stock of the Corporation, and the number of votes cast for the foregoing amendment by the written consent of that voting group was sufficient for approval by it.

IN WITNESS WHEREOF, the undersigned President of the Corporation has executed these ARTICLES OF AMENDMENT on the date indicated below.

ADULT CARE HOLDING CORP.

By:  9/21/04
John J. Piazza, Sr., President Date

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Exhibit AARTICLE 10.
Single Purpose Entity

10.1) Background. The Corporation is the owner of a 75% general partner interest in Charles Street Associates Limited Partnership, and 100% of the outstanding stock of Park Place East, Inc. (the entities owned by the Corporation are referred to, collectively, as the "Borrowers"). The Borrowers are borrowing the aggregate sum of \$7,800,000 (the "Loan") from GMAC Commercial Mortgage Bank ("Lender"), pursuant to the terms and conditions of a Loan Agreement, the exhibits attached thereto, and the documents contemplated thereby (the "Loan Documents"), which Loan will be secured by a guarantee from the Corporation (the "Guarantee"). As a condition to the Loan, Lender requires that each of the Borrowers and the Corporation must be a "single purpose entity" (the "SPE Requirement"). The provisions of this Article 10 are intended to satisfy the SPE Requirement.

10.2) Single Purpose. Notwithstanding any contrary provision of these Articles of Incorporation or of any other document governing the formation, management or operation of the Corporation (including the Bylaws of the Corporation), the purpose of the Corporation shall be solely to engage in the following activities:

- (a) to own, hold, sell, assign, transfer, operate, manage and otherwise deal with the Borrowers;
- (b) to execute the Loan Documents on behalf of the Borrowers and to execute the Guarantee; and
- (c) subject to the Separateness Covenants (as defined below), to exercise all powers enumerated in the Florida Business Corporation Act, or any successor statute, necessary

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or convenient to the conduct, promotion or attainment of the business or purposes of the Corporation as described above.

10.3) Separateness Covenants. As long as the Loan remains outstanding, the Corporation will abide by the following covenants (the "Separateness Covenants"). The Corporation shall not, and the shareholders, officers and directors of the Corporation shall have no power or authority, on behalf of the Corporation, to:

- (a) Engage in any business or activity other than the ownership and management of the Borrowers, and activities incidental thereto;
- (b) Acquire or own any material assets other than the Borrowers;
- (c) Merge into or consolidate with any Person (as that term is defined in the Loan Agreement) or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets (except as permitted in the Loan Documents) or change its legal structure, without in each case Lender's consent;
- (d) Without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of these Articles of Incorporation or the Bylaws of the Corporation, as these Articles of Incorporation and the Bylaws may be further amended or supplemented, if such amendment, modification, termination or failure to comply would adversely affect its status as a Single Purpose Entity (as that term is defined in the Loan Agreement) or its ability to perform its obligations under any of the Loan Documents;
- (e) Own any subsidiary or make any investment in, any Person without the consent of Lender (other than the Borrowers);
- (f) Commingle its funds or assets with assets of, or pledge its assets with or for, any of its shareholders or any other Person;

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(g) Incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Loan and trade payables incurred in the ordinary course of business, payable within 90 days of the date incurred, based on historical amounts;

(h) Fail to maintain its records, books of account and bank accounts separate and apart from those of its shareholders and Affiliates (as that term is defined in the Loan Agreement), the Affiliates of any of its shareholders and any other Person;

(i) Enter into any contract or agreement with any of its shareholders or Affiliates, or the Affiliates of any of its shareholders, 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;

(j) Seek its dissolution or winding up in whole, or in part;

(k) Maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any of its shareholders and Affiliates, the Affiliates of any of its shareholders or any other Person;

(l) Hold itself out to be responsible for the debts of another Person or pay another Person's liabilities out of its own funds;

(m) Make any loans or advances to any third party, including any of its shareholders or Affiliates, or the Affiliates of any of its shareholders;

(o) Fail either to hold itself out to the public as a legal Person separate and distinct from any other Person or to conduct its business solely in its own name, in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that it is responsible for the debts of any third party (including any of its shareholders or Affiliates, or any Affiliates of any of its shareholders); or

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(p) Fail to 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.

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