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FLORIDA LIMITED LIABILITY CO.
Health First Physicians Real Estate, LLC

Certificate of Status	1
Certified Copy	1
Page Count	10
Estimated Charge	\$160.00

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**ARTICLES OF ORGANIZATION FOR
HEALTH FIRST PHYSICIANS REAL ESTATE, LLC
(a Florida limited liability company)**

The undersigned member (the "Member"), desiring to form a limited liability company under and pursuant to the Florida Limited Liability Company Act, Chapter 608, Florida Statutes, does hereby adopt the following Articles of Organization:

ARTICLE I. NAME

The name of the limited liability company is: HEALTH FIRST PHYSICIANS REAL ESTATE, LLC (the "Company").

ARTICLE II. ADDRESS

The mailing address and street address of the principal office of the Company is:

6450 South U.S. Highway 1
Rockledge, Florida 32955

ARTICLE III. DURATION

The period of duration for the Company shall be perpetual, unless terminated in accordance with the *Operating Agreement of the Company* or by the *written agreement of the Member(s)*.

ARTICLE IV. INITIAL REGISTERED AGENT AND OFFICE

The name and street address of the initial registered agent of the Company are:

David Mathias
6450 South U.S. Highway 1
Rockledge, Florida 32955

ARTICLE V. MANAGEMENT

The business of the Company shall be conducted, carried on, and managed by no fewer than one (1) manager (the "Manager"), who shall be elected by the Member(s) of the Company in the manner prescribed by and provided in the *Operating Agreement of the Company*. Therefore, the Company is a manager-managed company. Such Manager shall also have the rights and responsibilities described in the *Operating Agreement of the Company*. The name and address of the initial Manager is as follows:

Health First Physicians, Inc.
6450 South U.S. Highway 1
Rockledge, Florida 32955

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Such Manager shall serve in such capacity until the first meeting of the Member(s) or until its successor(s) is duly elected and qualified.

ARTICLE VI. PURPOSE

The Company is organized solely for the purpose of acquisition, ownership, leasing, operation and management of that real property described on Exhibit A attached hereto, located in Melbourne, Brevard County, Florida (the "Property") and to exercise all powers enumerated in the Florida Limited Liability Company Act incidental, necessary or appropriate to the conduct, promotion or attainment of the business or purposes otherwise set forth herein. In addition, the Company shall be subject to the following restrictions:

a. the Company has not and will not engage in any business unrelated to the ownership and leasing of the Property and the Company will conduct and operate its business as presently conducted and operated;

b. the Company has not and will not have any assets other than the Property (and personal property incidental to the ownership and operation of the Property);

c. the Company has not and will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale, or amendment of its Articles of Organization or the Operating Agreement of the Company;

d. the Company shall not file or consent to the filing of any bankruptcy or insolvency petition or otherwise institute insolvency proceedings;

e. the Company has not and will not fail to correct any known misunderstanding regarding the separate identity of the Company;

f. the Company has maintained and will maintain its books, records, resolutions and agreements as official records;

g. the Company has maintained and will maintain its entity documents separate from any other person or entity;

h. the Company has paid and will pay its own debts, liabilities and expenses (including, as applicable, shared personnel and overhead expenses) out of its own funds and assets as the same shall become due;

i. the Company has held and will hold regular meetings, as appropriate, to conduct its business and has observed and will observe all Florida limited liability company formalities and record keeping to preserve its existence;

j. the Company has held and identified itself and will hold itself out and identify itself as a separate and distinct entity under its own name and not as a division or part of any other person or entity (including and of its managers, members, any affiliate of the Company, any constituent party of the Company, any guarantor or any affiliate of any constituent party of guarantor), and conduct business in its own name and through its own authorized directors, officers, managers, employees and agents and will maintain and utilize separate stationary, invoices and checks to the extent it has need for stationary, invoices and checks;

k. the Company has not made and will not make loans to any person or entity;

l. the Company has not and will not identify its members, or any affiliates of any of the foregoing, as a division or part of it;

m. the Company has not entered into and will not enter into or be a party to, any transaction with its members, or any affiliates of any of the foregoing, except for that lease by and between the Company and the Member, for the premises located within the Property, in the ordinary course of its business pursuant to written agreements and on terms which are intrinsically fair and are no less favorable to it than would be obtained in a comparable arm's length transaction with an unrelated third party;

n. the Company, if it has employees, has paid and will pay the salaries of its own employees and has maintained and will maintain a sufficient number of employees in light of its contemplated business operations;

o. the Company has maintained and will maintain adequate capital in light of its contemplated business operations;

p. to the extent it has an office and such office is located in the offices of any of its affiliates, the Company will pay fair market rent for its office space located therein and its fair share of any overhead costs with respect thereto;

q. the Company has not made and will not make any loans or advances to any third party (including any affiliate or constituent party any guarantor or any affiliate of any constituent party or guarantor), will not pledge its assets for the benefit of any other entity and will not acquire obligations or securities of its members or its affiliates;

r. the Company will not, nor will the Company permit any constituent party or guarantor to amend, modify or otherwise change the limited liability company agreement, partnership certificate, partnership agreement, articles of incorporation and bylaws, trust certificate and agreement or other organizational documents of the Company or such constituent party or guarantor, in any manner;

s. the Company will file its own tax returns and characterize itself as a separate entity from any affiliate or other person in each and every report, tax return or financial statement;

t. the Company will separately manage its liabilities from those of any affiliate and pay from its assets (to the extent available) all of its own obligations, indebtedness and liabilities, including all administrative expenses and compensation to employees, if any, consultants or agents, and all operating expenses, except that the Company's member(s) may pay the organizational expenses of the Company;

u. the Company will not commingle the funds and other assets of the Company with those of any affiliate or constituent party, any guarantor, or any affiliate of any constituent party or guarantor, or any other person or entity;

v. the Company has maintained and 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 any affiliate or constituent party, any guarantor, or any affiliate of any constituent party or guarantor, or any other person or entity;

w. the Company has not held itself and will not hold itself out to be responsible for the debts or obligations of any other person or entity;

x. the Company will not dissolve or terminate or materially amend the terms of this Agreement or any other agreement pursuant to which the Company is organized with the prior written consent of Wells Fargo Bank Northwest, National Association, as trustee; and

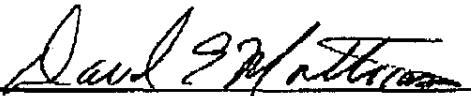
y. the Company will not enter into any transaction of merger or consolidation, or liquidate or dissolve (suffer any liquidation or dissolution), or acquire by purchase or otherwise all or substantially all the business or assets of, or any stock or other evidence of beneficial ownership of any entity.

ARTICLE VII. OPERATING AGREEMENT

Subject to any restrictions or conditions contained in the Operating Agreement of the Company, the power to adopt, alter, amend, or repeal the Operating Agreement of the Company shall be vested in the Member(s) of the Company.

The undersigned sole member of the Company has executed these Articles of Organization to be effective as of the date of filing with the Florida Secretary of State.

Health First Physicians, Inc.
Sole Member

By: 
Name: David Mathias
Title: Assistant Secretary

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT AND REGISTERED OFFICE
OF HEALTH FIRST PHYSICIANS REAL ESTATE, LLC**

Pursuant to the provisions of Section 608.415, Florida Statutes, Health First Physicians Real Estate, LLC, a Florida limited liability company (the "Company"), hereby submits the following statement designating the registered office and registered agent in the State of Florida.


1. The name of the Company is: Health First Physicians Real Estate, LLC.
2. The name of the registered agent and the address of the registered office are:

NAME: David Mathias

ADDRESS: 6450 South U.S. Highway 1

Rockledge, Florida 32955

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.



Date: February 14th, 2013

EXHIBIT A

PARCEL

LEGAL DESCRIPTION

COMPRISED OF EXHIBITS A-1 THROUGH A-6

EXHIBIT A - 1

LEGAL DESCRIPTION

Facility Name: Murrell

A parcel of land lying within Section 10, Township 26 South, Range 36 East, being more particularly described as follows:

Begin at the Southwest corner of V I E R A TRACT JJ, P H A S E ONE, as recorded in Plat Book 37, Page 72 of the Public Records of Brevard County, Florida; thence South 84 degrees 47' 19" East, along the South line of said Plat 53.40 feet; thence South 05 degrees 12' 41" West, 30.00 feet; thence South 84 degrees 47' 19" East 50.00 feet; thence North 05 degrees 12' 41" East 30.00 feet; thence South 84 degrees 47' 19" East 88.41 feet to the point of curvature of a curve concave Northerly having a radius of 1450.70 feet; thence Easterly along the arc of said curve 222.87 feet through a central angle of 08 degrees 48' 08" to a point; thence South 11 degrees 12' 09" East, along a non-radial line 197.01 feet; thence South 03 degrees 10' 06" East 304.19 feet; thence North 88 degrees 16' 34" West 556.63 feet; thence North 11 degrees 31' 33" East along the East right-of-way line of Murrell Road (a 120' wide right of way) 207.61 feet to the point of curvature of a curve concave Westerly having a radius of 3191.83 feet; thence Northerly along the arc of said curve 301.06 feet through a central angle of 5 degrees 24' 15" to the Point of Beginning.

Together with two (2) Driveway Easements as set forth in and granted by Warranty Deed recorded February 11, 1998 in Official Records Book 3791, page 663, Public Records of Brevard County, Florida, described as follows:

The South one-half (1/2) of the following described property;

A parcel of land lying within Section 10, Township 26 South, Range 36 East, Brevard County, Florida, more particularly described as follows:

Commence at the intersection of the South right-of-way of Spyglass Road (a 120 foot right-of-way) and the East right-of-way of Murrell Road (a 120 foot right-of-way) as shown on the Plat of V I E R A TRACT JJ-PHASE ONE as recorded in Plat Book 37, Page 72 of the Public Records of Brevard County, Florida, said point being the point of curvature of a curve, concave Westerly, having a radius of 3191.83 feet and a radial bearing of North 83 degrees 52' 43" West; thence Southerly along the arc of said curve and the East right-of-way of Murrell Road, a distance of 301.06 feet through a central angle of 05 degrees 24' 15" to the curve's end; thence South 11 degrees 31' 32" West a distance of 175.14 feet to the Point of Beginning; thence departing said East right-of-way run South 88 degrees 16' 34" East a distance of 108.94 feet; thence South 01 degrees 43' 16" West, a distance of 64.00 feet; thence North 88 degrees 16' 34" West, a distance of 120.00 feet to a point on the East right-of-way of Murrell Road; thence North 11 degrees 31' 32" East along said East right-of-way a distance of 64.95 feet to the Point of Beginning.

The East one-half (1/2) of the following described property:

A parcel of land lying within Section 10, Township 26 South, Range 36 East, Brevard County,

Florida, more particularly described as follows:

Commence at the intersection of the South right-of-way of Spyglass Road (a 120 foot right-of-way) and the East right-of-way of Murrell Road (a 120 foot right-of-way) as shown on the plat of VIERA TRACT II-PHASE ONE as recorded in Plat Book 37, Page 72 of the Public Records of Brevard County, Florida; thence South 84 degrees 47' 19" East along the South right-of-way of Spyglass Road a distance of 191.81 feet to the beginning of a curve, concave Northerly, having a radius of 1450.70 feet; thence Easterly along the arc of said curve a distance of 200.14 feet through a central angle of 07 degrees 54' 17" to the Point of Beginning; said point being the beginning of a point on a curve, concave Northerly, having a radius of 1450.70 feet; thence Easterly along the arc of said curve a distance of 45.40 feet through a central angle of 01 degrees 47' 35" to the point of intersection with a non-tangent line; thence departing said South right-of-way, run South 11 degrees 12' 09" East, a distance of 130.00 feet; thence South 86 degrees 24' 36" West, a distance of 45.40 feet; thence North 11 degrees 12' 09" West a distance of 130.00 feet, to a point on the South right-of-way of said Spyglass Road and the Point of Beginning.

EXHIBIT A-2

LEGAL DESCRIPTION

Facility Name: Gateway

Lot 1, MIMA of Melbourne, according to the map or plat thereof, as recorded in Plat Book 58, Page 48, of the Public Records of Brevard County, Florida.

Together with Easements as set forth in and granted by Mutual Easement Agreement recorded in Official Records Book 5816, Page 9795, First Amendment to Mutual Easement Agreement recorded in Official Records Book 5825 page 7655, Second Amendment and Joinder to Mutual Easement Agreement recorded in 5910 page 4455, Termination of First Amendment to Mutual Easement recorded in Official Records Book 5916 page 9407, and Third Amendment and Joinder to Mutual Easement Agreement recorded in Official Records Book and Official Records Book 5920 page 1684, Public Records of Brevard County, Florida.

EXHIBIT A-3

LEGAL DESCRIPTION

Facility Name: Hickory

A part of the Southwest one quarter of Section 34, Township 27 South, Range 37 East, Brevard County, Florida, more particularly described as follows:

Commence at the Southeast corner of the Northeast one quarter of the Southwest one quarter of said Section 34; thence North 0 degrees 56' 30" West a distance of 40 feet; thence North 89 degrees 51' 30" West along the North line of Sheridan Road a distance of 890 feet to a point; thence North 0 degrees 56' 30" West a distance of 580.88 feet to the Point of Beginning; thence North 0 degrees 56' 30" West a distance of 317.83 feet; thence South 89 degrees 51' 30" East a distance of 562.25 feet to the Southwesterly right-of-way of Hickory Street; thence south 41 degrees 15' 41" East along the said right-of-way line of Hickory Street, a distance of 230.11 feet to the point of curvature of a curve concave to the Southwest, said curve having a radius of 585.62 feet; thence along an arc of said curve and through a central angle of 9 degrees 29' 08" a distance of 96.95 feet to the Northerly line of those lands conveyed to the American Red Cross; thence North 89 degrees 51' 30" West

along the Northerly line of the last-mentioned lands, a distance of 152.49 feet to the Northwest corner of said lands; thence South 0 degrees 56' 30" East along the Westerly line of said lands a distance of 198.60 feet to the Northerly line of those lands conveyed to the Brevard County Health Department; thence North 89 degrees 51' 30" West, a distance of 314.93 feet to a point on the West boundary of those lands conveyed to the Mental Health Association; thence North 0 degrees 56' 30" West, a distance of 131.09 feet to a point; thence North 89 degrees 51' 30" West, a distance of 300.00 feet to the Point of Beginning.

EXHIBIT A-4

LEGAL DESCRIPTION

Facility Name: NASA

Parcel A:

A portion of the Northwest 1/4 of Section 34, Township 27 South, Range 37 East, Brevard County, Florida, more particularly described as follows:

From the Southwest corner of said Northwest 1/4 of Section, run South 89°36'16" East along the South line of said Northwest 1/4 a distance of 1395.39 feet to the East right-of-way line of Apollo Boulevard and the Point of Beginning of the herein described property; thence North 0°15'04" West along said East right-of-way line of Apollo Boulevard a distance of 265.14 feet to the South right-of-way line of Nasa Boulevard; thence Easterly along the South right-of-way line of Nasa Boulevard and along a curve to the right, having a radius of 1382.65 feet, a central angle of 8°58'28" and chord bearing South 83°48'45" East an arc distance of 216.57 feet; thence South 0°15'04" East 243.31 feet to aforesaid South line of the Northwest 1/4 of Section 34; thence North 89°36'16" West along said South line a distance of 215.00 feet to the Point of Beginning. Subject to an easement as described in Official Records Book 688, Page 989.

Parcel B:

A part of the Southwest 1/4 of Section 34, Township 27 South, Range 37 East, Brevard County, Florida, more particularly described as follows:

For a point of reference commence at the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 34; thence North 89°51'30" West along the Southerly line of the Northeast 1/4 of the Southwest 1/4 of said Section 34, a distance of 1259.61 feet to a point; thence North 00°19'20" West 40 feet to the point of intersection of the North line of Sheridan Road and the East line of Apollo Boulevard (formerly Maple Street); thence continue North 00°19'30" West along the Easterly line of Apollo Boulevard a distance of 1199.23 feet to the Point of Beginning; thence continue North 00°19'30" West a distance of 90.00 feet to the North line of the Northeast 1/4 of the Southwest 1/4 of said Section 34; thence South 89°36'04" East along the North line of the said Northeast 1/4 of the Southwest 1/4 a distance of 354.67 feet to the Northwest corner of those lands conveyed to the Salvation Army; thence South 00°56'30" East a distance of 88.46 feet to a point; thence North 89°51'05" West a distance of 355.39 feet to the Point of Beginning. (Reserving the North 40 feet for a drainage easement). Subject to a 20 foot drainage right of way and easement as recorded in Official Records Book 2426, Page 1578, of the Public Records of Brevard County, Florida.

Parcels A and B being more particularly described as follows:

A portion of the Northwest 1/4 of Section 34, Township 27 South, Range 37 East, Brevard County, Florida, more particularly described as follows:

BEGINNING at a 1-1/2" Iron Pipe found at the intersection of the east right-of-way line of Apollo Boulevard South and the South Right-of-Way line of East NASA Boulevard;

THENCE along the south right-of-way line of said East NASA Boulevard with the arc of a non-tangent curve to the right having a radius of 1382.65 feet, an arc length of 216.57 feet, a delta angle of 8°58'28", a chord bearing and distance of South 83°55'41" East, 216.35 feet;

THENCE South 00°13'54" East along the west line of that tract of land conveyed to 315 NASA Boulevard, L.L.C as recorded in Book 4059, Page 2138 a distance of 243.31 feet to a 4" Iron Pipe found;

THENCE South 89°23'53" East along the south line of said tract of land described in Book 4059, Page 2138, a distance of 139.00 feet;

THENCE South 01°23'54" East along the west line of that tract of land conveyed to The Salvation Army described in Book 1514, Page 291, a distance of 87.93 feet.

THENCE North 89°56'15" West along the north line of that tract of land conveyed to Holmes Regional Medical Center, Inc., described in Book 2550, Page 1138, a distance of 355.70 feet;

THENCE North 00°15'04" West along said east right-of-way line of that Apollo Boulevard South, a distance of 355.17 feet to the POINT OF BEGINNING.

EXHIBIT A-5

LEGAL DESCRIPTION

Facility Name: Malabar

PARCEL 1:

Lot 2 LESS AND EXCEPT that part lying within road right of way, FLORIDA INDIAN RIVER LAND COMPANY'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 1, Page 164, Public Records of Brevard County, Florida. Lying in Section 34, Township 28 South, Range 37 East.

Less and excepting:

A parcel of land lying within Lot 2, Section 34, Township 28 South, Range 37 East, Florida Indian River Land Company Subdivision as recorded in Plat Book 1, Page 164 of the Public Records of Brevard County, Florida being more particularly described as follows: Commence at the Southwest corner of said Lot 2; thence run North 00 degrees 02 minutes 28 seconds West, along the West line of said Lot 2, 33.00 feet to the North right of way line of Malabar Road and the Point of Beginning; thence continue North 00 degrees 02 seconds 28 minutes West, along said West line, 225.00 feet; thence South 89 degrees 21 minutes 08 seconds East, 376.62 feet; thence South 01 degrees 36 minutes 38 seconds West, 182.23 feet; thence North 89 degrees 57 minutes 38 seconds West, 46.30 feet; thence South 00 degrees 02 minutes 23 seconds West, 42.00 feet; thence North 89 degrees 24 minutes 10 seconds West, along the said North right of way line of Malabar Road, 325.00 feet to the Point of Beginning.

PARCEL 2:

Mutual Easement Agreement by and between MIMA Real Estate, L.L.C., Grantor and MIMA Land, LLC, Grantee, dated , 2010 and recorded , in Official Records Book , Page , Public Records of Brevard County, Florida.

EXHIBIT A-6

LEGAL DESCRIPTION

Facility Name: Purchasing Facility

From the center of Section 32, Township 27 South, Range 37 East, Brevard County, Florida, run South 0°22'20" East along the East line of the Southwest 1/4 of said Section 32; a distance of 50 feet to the intersection of the South right of way line of Nasa Blvd; thence South 89°23'00" West along the South right of way line of Nasa Blvd, a distance of 330 feet to the Point of Beginning of the herein described parcel; thence continue South 89°23'00" West along the South right of way line of Nasa Blvd., a distance of 150 feet; thence South 00°22'20" East a distance of 350 feet; thence North 89°23'00" East a distance of 150 feet; thence North 0°22'20" West a distance of 350 feet to the Point of Beginning.

TOGETHER WITH an Easement for Ingress and egress recorded in Official Records Book 3175, Page 3373, of the Public Records of Brevard County, Florida.