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BAYFRONT HEALTH SYSTEM

FILED
2002 APR -3 PM 4:08
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

March 19, 2002

Florida Department of State
Division of Corporations
Corporate Filings
P. O. Box 6327
Tallahassee, FL 32314

000005137050--0
-03/20/02--01062--005
***125.00 ***125.00

Re: Articles of Organization
Bayfront Same Day Surgery Center, LLC

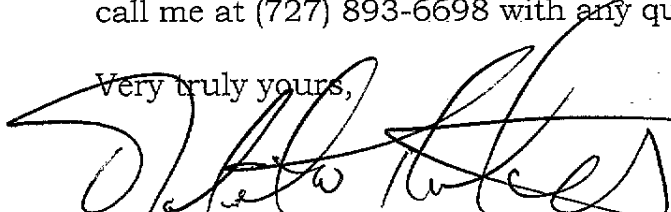
Gentlemen:

Enclosed please find executed original and (3) additional copies of Articles of Organization for Bayfront Same Day Surgery Center, LLC as well as our check in the amount of \$125.00 to cover the cost of this filing.

We would appreciate your returning one copy of the file-stamped Articles to us for our files. A stamped, self-addressed envelope for that purpose is enclosed for your convenience in replying.

Thank you in advance for your attention to this request. Please call me at (727) 893-6698 with any questions or concerns.

Very truly yours,



Robert W. Thornton
Vice President of Finance/CFO

/gw
Enclosures

JVSDS-AOFiling.doc

W02-8607
J. BRYAN MAR 27 2002

J. BRYAN APR - 3 2002



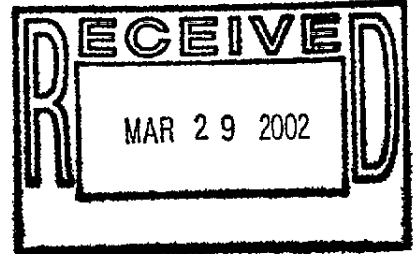
FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

March 27, 2002

ROBERT W. THORNTON
701 SIXTH ST. S
ST. PETERSBURGH, FL 33701-4891

SUBJECT: BAYFRONT SAME DAY SURGERY CENTER, LLC
Ref. Number: W02000008607



We have received your document for BAYFRONT SAME DAY SURGERY CENTER, LLC and your check(s) totaling \$125.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Section 608.407, Florida Statutes, requires the document(s) to be signed by a member or by the authorized representative of a member.

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as Registered Agent.")

The registered agent must sign accepting the designation.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6097.

Joey Bryan
Document Specialist
Tax Liens

Letter Number: 202A00018346

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TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION
OF
BAYFRONT SAME DAY SURGERY CENTER, LLC**

The undersigned individual, acting as sole organizer, desiring to form a limited liability company under the Florida Limited Liability Act (the "Act"), executes and certifies, and does hereby adopt as the Articles of Organization of such limited liability company, the following

Article 1. Name. The name of the limited liability company shall be Bayfront Same Day Surgery Center, LLC (the "Company").

Article 2. Duration. The period of the Company's duration shall be perpetual from the date of filing of these Articles of Organization with the Office of the Secretary of State of the State of Florida, unless sooner dissolved in accordance with the Act.

Article 3. Purpose. The Company shall have unlimited power to engage in and do any lawful act concerning any or all lawful businesses for which limited liability companies may be organized according to the laws of the State of Florida, including all powers and purposes now and hereafter permitted by law to a limited liability company.

Article 4. Registered Office and Registered Agent, Principal Office & Mailing address.

A. The address of the registered office of the Company in Florida is 701 – 6th Street South, St. Petersburg, Florida 33701.

B. The name of the registered agent of the Company at the above registered office is Robert W. Thornton.

Article 5. Management. The Company is to be managed by a Board of Managers as provided in the terms of the Operating Agreement.

Article 6. Indemnification of Members, Officers, Organizers and Managers.

(a) To the greatest extent not inconsistent with the laws and public policies of Florida, the Company shall indemnify any member, officer, organizer or manager (including any such member, officer, organizer or manager who is an individual, and any responsible officers, partners, shareholders, directors, or managers of any such member, officer, organizer or manager which is an entity, hereinafter being referred to as the "Indemnified Individual") made a party to any proceeding because such Indemnified Individual is or was a member, officer, organizer, or manager as a matter of right, against all liability incurred by such Indemnified Individual in connection with any proceeding; provided that it shall be determined in the specific case in accordance with paragraph (d) of this Article that indemnification of such Indemnified Individual is permissible in the circumstances because the Indemnified Individual has met the standard of conduct for indemnification set forth in paragraph (c) of this Article.

Also, the Company shall pay for or reimburse the reasonable expenses incurred by an Indemnified Individual in connection with any such proceeding in advance of final disposition thereof if (i) the Indemnified Individual furnishes the Company a written affirmation of the Indemnified Individual's good faith belief that he or she has met the standard of conduct for

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indemnification described in paragraph (c) of this Article, (ii) the Indemnified Individual furnishes the Company a written undertaking, executed personally or on such Indemnified Individual's behalf, to repay the advance if it is ultimately determined that such Indemnified Individual did not meet such standard of conduct, and (iii) a determination is made in accordance with paragraph (d) that based upon facts then known to those making the determination, indemnification would not be precluded under this Article. The undertaking described in subparagraph (a)(ii) above must be a general obligation of the Indemnified Individual, subject to such reasonable limitations as the Company may permit, but need not be secured and may be accepted without reference to financial ability to make repayment.

Further, the Company shall indemnify an Indemnified Individual who is wholly successful, on the merits or otherwise, in the defense of any such proceeding, as a matter of right, against reasonable expenses incurred by the Indemnified Individual in connection with the proceeding without the requirement of a determination as set forth in paragraph (c) of this Article. Upon demand by an Indemnified Individual for indemnification or advancement of expenses, as the case may be, the Company shall expeditiously determine whether the Indemnified Individual is entitled thereto in accordance with this Article. The indemnification and advancement of expenses provided for under this Article shall be applicable to any proceeding arising from acts or omissions occurring before or after the adoption of this Article.

(b) The Company shall have the power, but not the obligation, to indemnify any Indemnified Individual who is or was an employee or agent of the Company to the same extent as if such Indemnified Individual was a member, officer, organizer or manager.

(c) Indemnification of an Indemnified Individual is permissible under this Article only if (i) such Indemnified Individual conducted himself or herself in good faith, (ii) such Indemnified Individual reasonably believed that his or her conduct was in or at least not opposed to the Company's best interest, and (iii) in the case of any criminal proceeding, such Indemnified Individual had no reasonable cause to believe his or her conduct was unlawful. Indemnification is not permissible against liability to the extent such liability is the result of willful misconduct or recklessness. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the Indemnified Individual did not meet the standard of conduct described in this paragraph (c).

(d) A determination as to whether indemnification or advancement of expenses is permissible shall be made by any one of the following procedures:

(i) By the Board of Managers by a majority vote consisting of Managers not at the time parties to the proceeding; or

(ii) By special legal counsel selected by the Board of Managers.

(e) An Indemnified Individual who is a party to a proceeding may apply for indemnification from the Company to the court, if any, conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving notice the court considers necessary, may order indemnification if it determines:

(i) In a proceeding in which the Indemnified Individual is wholly successful, on the merits or otherwise, the Indemnified Individual is entitled to indemnification under this

Article, in which case the court shall also order the Company to pay the Indemnified Individual his or her reasonable expenses incurred to obtain such court ordered indemnification for

(ii) The Indemnified Individual is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the Indemnified Individual met the standard of conduct set forth in paragraph (c) of this Article.

(f) Indemnification shall also be provided for an Indemnified Individual's conduct with respect to an employee benefit plan if the Indemnified Individual reasonably believed his or her conduct to be in the interests of the participants in and beneficiaries of the plan.

(g) Nothing contained in this Article shall limit or preclude the exercise or be deemed exclusive of any right under the law, by contract or otherwise, relating to indemnification of or advancement of expenses to any Indemnified Individual who is or was a Member, Officer, Organizer or Manager of the Company or is or was serving at the Company's request as a director, officer, partner, manager, trustee, employee, or agent of another foreign or domestic company, partnership, association, limited liability company, corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not. Nothing contained in this Article shall limit the ability of the Company to otherwise indemnify or advance expenses to any Indemnified Individual. It is the intent of this Article to provide indemnification to Members, Officers, Organizers and Managers to the fullest extent now or hereafter permitted by law and consistent with the terms and conditions of this Article. If indemnification is permitted under this Article, indemnification shall be provided in accordance with this Article irrespective of the nature of the legal or equitable theory upon which a claim is asserted, including without limitation negligence, breach of duty, waste, breach of contract, breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law.

(h) For purposes of this Article:

(i) The term "expenses" includes all direct and indirect costs (including without limitation attorneys' fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and or other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a proceeding or establishing or enforcing a right to indemnification under this Article, applicable law or otherwise.

(ii) The term "liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

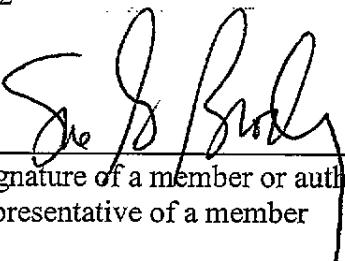
(iii) The term "party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

(iv) The term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal.

(i) The Company may purchase and maintain insurance for its benefit, the benefit of any Indemnified Individual who is entitled to indemnification under this Article, or both, against any liability asserted against or incurred by such Indemnified Individual in any capacity or arising out of such Indemnified Individual's service with the Company, whether or not the Company would have the power to indemnify such Indemnified Individual against such liability.

The organizer has executed these Articles of Organization, acknowledged them to be her act, and verifies, subject to penalties of perjury, that the statements contained in these Articles of Organization are true.

Dated: APRIL 2, 2002

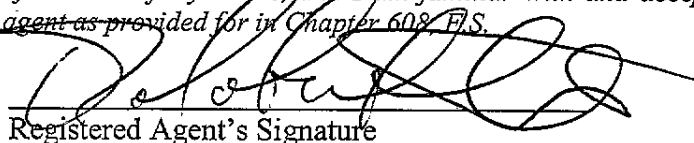


Signature of a member or authorized
representative of a member

SUE G. BRODY

Typed or printed name of signee/organizer

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.



Registered Agent's Signature

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