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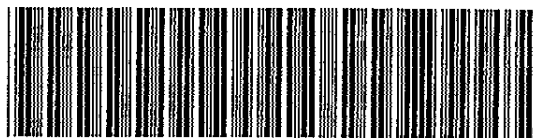
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TALLAHASSEE, FLORIDA

12/17/03
JMS

TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, Florida 32314

SUBJECT: LAKE MARY PRIMARY CARE, LLC

The enclosed **Articles of Organization** and fees of \$125.00 are submitted for filing.

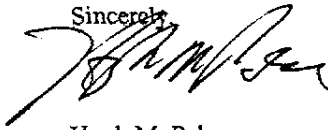
Please return all correspondence concerning this matter to the following:

Hugh M. Palmer, Esquire
Hugh M. Palmer, P.A.
P. O. Box 2187
Winter Park, Florida 32790

For further information concerning this matter, please call:

Hugh M. Palmer, Esquire at 407-645-2030.

Sincerely,



Hugh M. Palmer

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TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION

OF

LAKE MARY PRIMARY CARE, LLC

THIS AGREEMENT (the "Agreement") of **Lake Mary Primary Care, LLC** (the "Company"), a limited liability company organized pursuant to Florida Statutes, Chapter 608, is executed effective as of the 1st day of January, 2004, by and among the Organizing and Initial Members.

Article I: Formation of the Company

1.1 Formation:

The parties hereto hereby establish **Lake Mary Primary Care, LLC** to engage in any lawful business for which limited liability companies may be organized under Florida Statutes, Chapter 608, as the same may be amended from time to time. The principal place of business of the Company shall be at 4106 Lake Mary Boulevard, Suite 100, Lake Mary, Florida 32746, or such other place as the Manager shall determine from time to time.

1.2 Nature of Members' Interests:

The interests of the Members in the Company shall be personal property for all purposes. Legal title to all Company assets shall be held in the name of the Company. Neither any Member nor a successor representative or assign of such Member, shall have any right, title or interest in or to any Company property or the right to partition any real property owned by the Company.

Article II: Members

2.1 Names and Addresses of Members:

Dennis J. Abraham, M.D., 4106 W. Lake Mary Blvd., Ste. 100, Lake Mary, FL 32746 - Manager

Jesse W. Johnson, Jr., 4106 West Lake Mary Blvd., Ste. 100, Lake Mary, FL 32746 - Manager

The names, addresses, and Membership Interests of the Initial Members, following the admission of Initial Members by the Organizing Members, are as reflected in Exhibit A attached hereto and made a part hereof, which Exhibit shall be as amended by the Company as of the effective date of any redemption or issuance of any Membership Interest.

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2.2 Meetings of Members:

The Members of the Company shall hold their meetings, both regular and special, according to such Bylaws as they may adopt from time to time.

2.3 Transferability of Membership Interests:

No Membership Interest shall be transferred voluntarily or involuntarily by sale, assignment, gift, pledge, exchange or other disposition, except as provided herein below.

2.3.1 Voluntary Transfers:

No Membership Interest shall be transferred voluntarily by sale, assignment, gift, pledge, exchange, or other disposition, except as provided herein, or with the prior written approval of the Managers. The Members acknowledge that any transfer of a Membership Interest may involve considerations of laws and regulations, including, but not limited to, laws and regulations governing limited liability companies as business organizations, taxation of the Company as a partnership, and treatment of Membership Interests and transfers of such interests as securities, the effect of which on the Company and its Members may vary depending on the circumstances, all of which cannot be anticipated at this time. Therefore, the Members agree that the Managers may approve or disapprove, or set conditions on approval, of the transfer of any Membership Interest as the Managers, in their sole and complete discretion, may decide, provided, however, that the Managers may not approve any transfer that will violate any Federal or applicable state securities law or that would adversely affect the Company from being taxed as a partnership for Federal income tax purposes. Any attempted transfer without the Managers express written approval shall be void.

2.3.2 Involuntary Transfers:

If the Membership Interest of any Member is purported to be transferred involuntarily, including, without limitation, any purported transfer by or pursuant to bankruptcy, receivership, attachment, divorce, equitable distribution, inheritance or operation of law; then, and in that event, the Company shall purchase the Membership Interest purportedly transferred at its Purchase Value as determined as provided in Paragraph 4 herein below.

2.3.3 Method of Determining Purchase Value:

2.3.3.1 Purchase Value as used herein shall mean the Purchase Value of the Membership Interests of the Company established by a Certificate of Agreed Value signed by each Member and filed with the Company. If, at any time when it becomes necessary to determine Purchase Value of the

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Membership Interests of the Company, a Certificate of Agreed Value is in existence and such certificate of agreed value is dated less than two (2) years before the date as of which the Purchase Value is to be determined, then the agreed value set forth in such certificate shall be conclusive as to the Purchase Value and shall be accepted as the Purchase Value as of the date on which Purchase Value is to be determined, and no accountant's determination of book value shall be required or made. In no event shall a Certificate of Agreed Value be effective unless signed by all the Members. The Members may at any time execute a new Certificate of Agreed Value which shall automatically replace all prior Certificates of Agreed Value and in no event shall any but the last Certificate of Agreed Value be effective, if at all, for the purpose herein specified.

2.3.3.2 In the event there is no Certificate of Agreed Value or in the event the same is more than two (2) years old, then the Purchase Value of a Membership Interest shall be the amount that would be received by the owner of such Membership Interest if all the assets of the Company were sold for cash equal to their fair market value, the Company paid all of its liabilities including reasonable costs of liquidation, and liquidated in accordance with this Agreement, all as of the last day of the calendar month immediately prior to the occurrence of the event triggering the Company's obligation to purchase the Members Membership Interest. The determination of the fair market value of a Membership Interest by the accountant shall be binding on all parties.

2.3.4 Payment of Purchase Value:

2.3.4.1 Whenever under this Agreement the Company or the Members exercise any option or right to redeem or purchase Membership Interests of any Member, the Purchase Value shall be paid immediately upon the receipt by the Company of the proceeds of any insurance on the life of a deceased Member owned by and payable to the Company, to the extent of such proceeds.

2.3.4.2 Whenever under this Agreement the Company exercises any option or right to redeem or purchase Membership Interests of any Member, the Purchase Value shall be paid to the Member whose Membership Interests have been redeemed or purchased in cash within thirty (30) days after notice to the affected Member.

2.3.5 Admission of New Members:

Unless and until admitted as a Member of the Company, the transferee of a Membership Interest shall not be entitled to any of the rights, powers, or privileges of a Member, except that the transferee shall be entitled to receive the distributions and allocations to which the Member would be entitled but for the transfer of his Membership Interest.

In the case of a person acquiring a Membership Interest after the admission of Initial Members, the person shall only be admitted to Membership in the sole and exclusive discretion of the Managers and upon compliance with all the terms specified by the Managers, including but not limited to such additional Member's execution of and becoming a party to this Agreement.

Article III: Management of the Company

3.1 Management:

The business and affairs of the Company shall be managed by the Managers, who shall be elected by the Members and shall serve at their pleasure thereafter. In addition to the powers and authorities expressly conferred by this Agreement upon the Managers, they shall have full and complete authority, power and discretion to manage and control the business of the Company, to make all decisions and to perform all acts customary or incident to the management of the Company's business, except only as to those acts and things as to which approval by the Members is expressly required by the Articles of Organization, this Agreement, the Act or other applicable law. Any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Agreement or the Act. The Managers may elect one or more officers, who may, but need not be, Members of the Company, with such titles, duties and compensation as may be designated by the Managers, subject to any applicable restrictions specifically provided in this Agreement or contained in the Act.

3.2 Restrictions on Managers Authority:

Notwithstanding anything to the contrary elsewhere in this Agreement, no Manager shall take or agree to take any of the following actions without the consent of all the Members:

- (a) Sell, transfer, or otherwise dispose of all or substantially all of the Company's assets.
- (b) Merge the Company into or with another limited liability company.

3.3 Compensation:

The compensation of the Managers shall be fixed from time to time by an affirmative vote of a majority in interest of the Members, or by contract approved by an affirmative vote of a majority in interest of the Members. No Manager shall be prevented from receiving such compensation by reason of the fact that he or she is also a Member of the Company.

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3.4 Meetings of Managers:

The Managers of the Company shall hold their meetings, both regular and special, according to the Bylaws as they shall adopt from time to time.

Article IV: Limitation of Liability and Indemnification of Members and Managers

4.1 Limitation of Liability:

No Manager or Member of the Company shall be liable to the Company or its Members for monetary damages for any act or omission in such person's capacity as a Manager or Member, except as provided in the Act. If the Act is amended to authorize action further eliminating or limiting the liability of Managers and Members, then the liability of a Manager or Member shall be eliminated or limited to the fullest extent permitted by the Act as so amended. Any repeal or modification of this section shall not adversely affect the right or protection of a Manager or Member existing at the time of such repeal or modification.

4.2 Indemnification:

The Company shall indemnify the Managers and Members to the fullest extent permitted or required by the Act, as amended from time to time. The Company may advance expenses incurred by the Managers or Members upon the approval of the Managers, provided such Manager or Member agrees to reimburse the Company unless it is finally determined that such Manager or Member is entitled to be indemnified by the Company against such expenses. The Company may also indemnify its employees and other agents to the fullest extent permitted by the law, provided that a Majority in Interest of the Members first approve such indemnification. The indemnification provided herein shall be deemed exclusive of any other rights to which a person seeking indemnification may otherwise be entitled, shall continue as to a person who ceases to be a Manager or Member, shall inure to the benefit of the estate, heirs, personal representatives or other successors of the indemnity, and shall not be deemed to create any rights for the benefit of any other person or entity.

Article V: Capital Accounts and Tax Matters

5.1 Capital Contributions; Loans:

Upon execution of this Agreement, each Initial Member agrees to contribute cash or property to the Company in the amount set forth on Exhibit A attached hereto.

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Any Member may make a loan to the Company upon commercially reasonable terms, upon approval of such terms by the Managers. Loans by a Member shall not be considered capital contributions.

5.2 Capital Accounts:

The Company shall maintain a separate capital account for each Member pursuant to the principles of this section and applicable Treasury Regulations. The initial capital account of each Member, which shall be the Member's initial capital contribution, shall be increased by the amount of such Member's subsequent capital contributions and by such Member's allocable share of Company Income and Net Income as hereinafter provided, and each Member's capital account shall be decreased by the amount of cash distributed to the Member by the Company and by such Member's allocable share of the Company's Net Loss as hereinafter provided.

5.3 Allocation of Taxable Income and Tax Losses:

Taxable Income and Tax Losses of the Company for each fiscal year shall be determined as of the end of each fiscal year and shall be allocated as set forth herein below:

5.3.1 Allocation of Taxable Income and Loss:

For purposes of this Agreement, net profits or net losses shall be determined as required by the regulations promulgated under Section 704 of the Internal Revenue Code, as it may be amended from time to time. Taxable Income and Tax Losses of the Company for each fiscal year shall be determined as of the end of each fiscal year and shall be allocated as herein below set forth, and shall be subject to the rules for special allocations set forth in Paragraph 2 hereof.

(a) Taxable Income shall first be allocated to the Members to the extent of, and in proportion to, the excess of prior cumulative allocations of Tax Losses over prior cumulative allocations of Taxable Income.

(b) The balance of Taxable Income shall then be allocated to the Members in proportion to their Capital Accounts.

(c) Tax Losses shall first be allocated to the Members to the extent of, and in proportion to, the excess of prior cumulative allocations of Taxable Income over prior cumulative allocations of Tax Losses.

(d) The balance of Tax Losses shall be allocated in proportion to the Capital Contributions of the Members, until any Members Capital Account is reduced to zero (0).

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(e) To the extent remaining, Tax Losses shall be allocated to the Members in proportion to their adjusted tax basis in the Company as determined for Federal income tax purposes.

(f) Notwithstanding the foregoing provisions, if Taxable Income to be allocated includes income treated as ordinary income for income tax purposes because it is attributable to the recapture of Depreciation and/or Amortization under Section 1245 or Section 1250 of the Internal Revenue Code, or any other similar provision, such Taxable Income, to the extent it is treated as ordinary income, shall be allocated to and reported by the Members in proportion to their accumulated depreciation allocations, and the Company shall keep records of such allocations.

(g) In the event of a transfer of, or other change in, an interest in the Company during a fiscal year, each item of taxable income or loss shall be prorated in accordance with Section 706 of the Internal Revenue Code, using any convention permitted by law and selected by the Managers.

(h) Notwithstanding any other provisions of this Agreement to the contrary, no allocation of any item of income or loss shall be made to a Member if such allocation would not have economic effect pursuant to Treasury Regulations. To the extent an allocation cannot be made to a Member due to the application of such Treasury Regulations, such allocation shall be made to the other Members entitled to receive such allocation hereunder.

5.4 Compliance with Tax Code:

Each Member hereby recognizes that the Company will be subject to all provisions of Subchapter X of the Internal Revenue Code. The provisions of this Agreement relating to the proper maintenance of capital accounts and allocation of income, gains, deductions, and losses are designed to cause the overall allocations of items to have substantial economic effect and are intended to comply with, and to be interpreted and applied in a manner consistent with the requirements of applicable Treasury Regulations, as they may be amended from time to time. The Managers are authorized to modify the manner in which the capital accounts are maintained and items of income, gain, deductions, and losses are allocated if they determine that such modification is required or prudent to comply with the Treasury Regulations, and is not likely to have a material effect on the amounts distributable to any Member upon dissolution of the Company.

5.5 Company Tax Returns and Annual Statements:

The Managers shall cause the Company to file all tax returns required to be filed for the Company for each fiscal year or part thereof, and shall provide each person who at any time during the fiscal year was a Member with an annual statement (including a copy of Schedule K-1 to Internal Revenue Service Form

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1065) indicating such Member's share of the Company's income, loss, gain, expense and other items relevant for income tax purposes. Such annual statement may be audited or unaudited as required by the Managers.

5.6 Tax Matters Member:

One of the Managers who is also a Member shall act as the "Tax Matters Member" for Federal and state income tax purposes. The Tax Matters Member shall have the final decision with respect to all Federal and state income tax matters involving the Company, and shall represent the Company in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings. The Members agree to cooperate with the Tax Matters Member and to do or refrain from doing any and all things reasonably required by the Tax Matters Member to conduct such proceedings. The Tax Matters Member is authorized to expend Company funds for professional services and costs associated with tax matters. Any direct out-of-pocket expenses incurred by the Tax Matters Member in carrying out the obligations hereunder shall be reimbursed by the Company.

5.7 Withdrawal or Reduction of Contributions to Capital:

No Member shall have the right to withdraw any part of his capital contribution or to receive any return on any portion of his capital contribution, except as may be otherwise specifically provided in this Agreement. Under circumstances involving a return of any capital contribution, no Member shall have the right to receive property other than cash. No Member shall have priority over any other Member, either as to the return of capital contributions or as to net income, net losses or distributions; provided that this subsection shall not apply to loans which a Member has made to the Company.

Article VI: Distributions

6.1 Distributions:

The Managers shall distribute Distributable Cash and other property at such times and in such amounts as may be determined, in the sole discretion of the Managers. "Distributable Cash" means, with respect to the Company for a period of time, all funds of the Company which, in the discretion of the Managers, are available for distribution to Members after provision has been made for payment of all operating expenses and of all outstanding and unpaid current obligations of the Company as of such time, and for such reserves as the Managers deem appropriate or necessary.

Distributable Cash shall be distributed on a cumulative basis, as follows:

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- (a) First, to the Members to the extent of, and in proportion to, their Capital Contributions.
- (b) Then, to the Members to the extent of, and in proportion to, prior cumulative allocations of Taxable Income over cumulative allocations of Tax Losses.
- (c) Then, to the Members in a manner similar to the allocations set forth in Paragraph 1.

No distribution shall be declared and paid if payment of such distribution would cause the Company to violate any limitation on distributions provided in the Act.

6.2 Records and Reports; Books of Account:

The Company shall maintain the Company's books and records and shall determine all items of income, loss, net income and net loss in accordance with the method of accounting selected by the Managers, consistently applied. All records and books of account of the Company, in whatever form maintained, shall be kept at the principal office of the Company at all times and shall be open to inspection of the Members or their agents during reasonable business hours. Such right may be exercised on behalf of a Member by an attorney, certified public accountant, or any other agent or employee designated by such Member. Such Member shall bear all expenses incurred in any examination made on behalf of such Member. All expenses of keeping the books and records of the Company and the preparation of financial statements required to implement the provisions of this Agreement or otherwise needed for the conduct of the Company's business shall be borne by the Company.

6.3 Bank Accounts:

The Bank account or accounts of the Company shall be maintained in the bank or other financial institution approved by the Managers. The terms governing such accounts shall be determined by the Managers, and withdrawals from such accounts shall only be made by such parties as may be approved by the Managers.

6.4 Liability of Members:

No Member shall be liable for the debts, liabilities or obligations of the Company, except to the extent of the Member's capital contributions. Except as otherwise expressly provided herein, no Member shall be required to contribute to the capital of, or to loan any funds to, the Company.

Article VII: Dissolution and Termination

7.1 Withdrawal:

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Except as otherwise provided in this Agreement, no Member shall at any time retire or withdraw from the Company or withdraw any amount out of his capital account. Any Member retiring or withdrawing in contravention of this section shall indemnify, defend and hold harmless the Company and all other Members (other than a Member who is, at the time of such withdrawal, in default under this Agreement) from and against any losses, expenses, judgments, fines, settlements or damages suffered or incurred by the Company or any such other Member arising out of or resulting from such retirement or withdrawal.

7.2 Dissolution:

The Company shall be dissolved upon the first of the following to occur: (i) expiration of the period fixed for the duration of the Company in the Articles of Organization as amended; (ii) election by all the Members to dissolve the Company; (iii) the happening of any event of withdrawal (as defined by Florida Statutes, Chapter 608) with respect to any Member, unless there is at least one remaining Member and the business of the Company is continued by written consent of all the remaining Members holding a Majority in Interest within ninety (90) days of the action by or affecting the withdrawing Member; or (iv) the entry of a decree of judicial dissolution or the issuance of a certificate for administrative dissolution under the Act.

Upon dissolution of the Company, the business and affairs of the Company shall terminate and be wound up and the assets of the Company shall be liquidated, provided, however, that the Managers may distribute assets of the Company in kind to the Members to the extent practical. Dissolution shall be effective as of the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until there has been a winding up of the Company's business and affairs, and the assets of the Company have been distributed.

7.3 Distribution of Assets Upon Dissolution:

In settling accounts after dissolution, the assets of the Company shall be paid in the following order: first, to creditors, in order of priority as provided by law including any loans to the Company from Members, but excepting those to Members on account of their capital contributions; second, an amount equal to the then remaining credit balances in the capital accounts of the Members shall be distributed to the Members in proportion to the amount of such balances; and third, any remainder shall be distributed to Members of the Company, pro rata to their respective Membership Interests.

Article VIII: Miscellaneous Provisions

8.1 Competing Business:

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Except as otherwise expressly provided in this Agreement or the Act, neither the Members nor their shareholders, directors, officers, employees, partners, agents, family members or affiliates shall be prohibited or restricted from investing in or conducting, either directly or indirectly, businesses of any nature whatsoever, including the ownership and operation of businesses similar to or in the same geographical area as those held by the Company; and any investment in or conduct of any such businesses by any such person or entity shall not give rise to any claim for an accounting by any Member or the Company or any right to claim any interest therein or the profits therefrom.

8.2 Notice:

All Notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Member or Members pursuant to this Agreement shall be deemed to have been properly given or served if addressed to such person at the address as it appears on the Company records and personally delivered, deposited for next day delivery by an overnight courier service, deposited in the United States mail, prepaid and registered or certified with return receipt requested, or transmitted via telecopier or other similar device to the attention of such person with receipt acknowledged.

The Members shall have the right, at any time during the term of this Agreement, to change their respective addresses by delivering to the other Members and the Managers written notice of such change. All distributions to any Member shall be made at the address to which notices are sent unless otherwise specified in writing by any such Member.

8.3 Governing Law:

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida.

8.4 Waiver:

No consent or waiver, express or implied, by any Member to or for the breach or default by any other Member in the performance by such other Member of his or its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Member of the same or any other obligations of such other Member under this Agreement. Failure on the part of any Member to complain of any act or failure to act of any of the other Members or to declare any of the other Members in default, regardless of how long such failure continues, shall not constitute a waiver by such Member of his or its rights hereunder.

8.5 Benefits of Agreement:

Subject to the restrictions on transferability set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the undersigned Members and their respective legal representatives, successors and assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to give any creditor of the Company or any creditor of any Member or any other person or entity whatsoever, other than the Members and the Company, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provisions herein contained, and such provisions are and shall be held to be for the sole and exclusive benefit of the Members and the Company.

8.6 Entire Agreement; Amendments; Severability; General:

This Agreement, including all exhibits and schedules hereto, as amended from time to time in accordance with the terms of this Agreement, contains the entire agreement between the parties relative to the subject matters hereof. This Agreement or the Articles of Organization may only be amended or modified by a writing executed and delivered by Members owning not less than seventy-five percent (75%) of the Membership Interests, provided, however, that the provision in Paragraph 3.1 concerning appointment and election of Managers shall not be amended without the consent of the persons then entitled to serve as Managers. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, and the intent of this Agreement shall be enforced to the greatest extent permitted by law. The designations of Members and Managers as used herein shall include singular, plural, masculine, feminine or neuter as required by context.

9.0 Registered Agent, Registered Office, & Registered Agent's Signature:

The name and the Florida street address of the registered agent are:

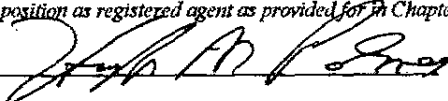
(Name) Hugh M. Palmer

(Florida Street Address) 1150 Louisiana Avenue, Suite 6-A

(City, State and Zip) Winter Park, Florida 32789

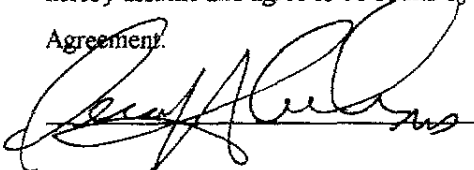
Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all 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, Florida Statutes.

(Registered Agent's Signature)




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IN WITNESS WHEREOF, the undersigned, being all Members of the Company, have caused this Agreement to be duly adopted by the Company as of the day and year first above written and do hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement.

 (SEAL)
Dennis J. Abraham

Member

 (SEAL)
Jesse W. Johnson Jr.

Member

All of the Members.

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Exhibit A

Table of Membership Interests

This Exhibit A is a part of that certain Articles of Organization of Lake Mary Primary Care, LLC made the 1st day of DECEMBER, 2003 and is incorporated therein by reference as if fully set forth therein.

The names, addresses, social security numbers, capital contributions, and percentage of Membership Interest of each Member is as follows:

<u>Name</u>	<u>Social Security</u>	<u>Capital Contribution</u>	<u>% of Interest</u>
Dennis J. Abraham	<u>471-60-5759</u>	<u> </u>	50%
Jesse W. Johnson, Jr.	<u>264-08-5786</u>	<u> </u>	50%
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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