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LIMITED LIABILITY COMPANY

Alliance Medical Supply of Palm Beach, LLC

Certificate of Status	1
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DIVISION OF CORPORATION

FLORIDA DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

Fax Audit No. H04000037713

**ARTICLES OF ORGANIZATION
OF
ALLIANCE MEDICAL SUPPLY OF PALM BEACH, L.L.C.**

The undersigned desiring to form a limited liability company pursuant to Chapter 608, Florida Statutes, hereby states as follows:

ARTICLE I - NAME

The name of this Limited Liability Company (the "Company") is

ALLIANCE MEDICAL SUPPLY OF PALM BEACH, L.L.C.

ARTICLE II - PRINCIPAL PLACE OF BUSINESS

The principal place of business and mailing address of the Company 7897 SW Jack James Drive, Suite C, Stuart, Florida 34997, or such a place as may be designated by the Members.

ARTICLE III - REGISTERED AGENT AND ADDRESS

The name and street address of the initial registered agent ("Registered Agent") for service of process in the state for this Company is Robert Rappel, DEC Consultants, Inc., Bridgewater, 1515 Indian River Boulevard, Suite A 210, Vero Beach, Florida 32960-7103.

ARTICLE IV - PURPOSE

The purpose and character of business to transacted by the Company is:

- (a) To engage in the business to provide durable medical equipment ("DME"), as defined in 42 C.F.R. §414.202, as amended and consulting services in the DME industry and to engage in such other lawful activities that are reasonably necessary, convenient, or incidental to that purpose.
- (b) To invest funds of the Company in real estate, mortgages, stocks, bonds, or any other type of investment, and to own real and personal property.
- (c) To do everything necessary and proper for the accomplishment of any of the purposes in these Articles of Organization or any amendment thereto, necessary or incidental to the protection and benefit of the Company, and in general, either alone or in association with other corporations, companies, firms or individuals, to carry on any lawful pursuit necessary or incidental to the accomplishment of the purposes or objects of the Company. The foregoing enumeration of specific purposes shall not be held to limit or restrict in any manner the purposes of the Company otherwise permitted by law.
- (d) The Company shall have all powers granted to Limited Liability Companies under Florida Law.

ARTICLE V - DURATION

The Company shall continue in full force and effect in accordance with the Operating Agreement from the date of filing these Articles of Organization with the Secretary of State, or until dissolution prior thereto pursuant to the provisions hereof and upon filing of Articles of Dissolution with the Secretary of State pursuant to Florida Statutes, Section 608.441.

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Rappel & Rappel, P.A.
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Florida Bar No.:0015156

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ARTICLE VI - MANAGEMENT

The Company shall be manager-managed company. The Managers may be its Members.

ARTICLE VII - ADDITIONAL MEMBERS

Additional Members may be admitted to the Company in the manner provided in the Operating Agreement

ARTICLE VIII - DISSOLUTION

In the event of the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or upon the occurrence of any other event of dissolution as the Members may specify in the Operating Agreement, which terminates the continued membership of a Member in the Company, the Company shall be dissolved unless within thirty (30) days after such event, the remaining Members agree in writing to continue the business of the Company.

ARTICLE IX - INDEMNIFICATION

The Company shall, to the fullest extent permitted by law, be entitled to indemnify and Member for any liability incurred in connection with any action, if such Member acted in good faith and in a manner it reasonably believed to be in furtherance of, or not opposed to, the best interests of the Company. The Company shall indemnify any person who is or was a party, or who is threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including all appeals, by reason of the fact that he or she is or was a Member, managing Member or employee of the Company, or is or was serving at the request of the Company as a director, trustee, officer or employee of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against any and all expenses (including reasonable attorneys' fees), judgments, decrees, fines, penalties and amounts paid in settlement, which were actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the Company, and with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement conviction, or plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the Company.

ARTICLE X - LIMITATION OF LIABILITY OF MEMBERS

The personal liability of the Members to the Company and other Members shall be limited to the maximum extent allowed by Florida law and there shall be no Member who is personally liable for the debts of, or claims against, the Company.

ARTICLE XI - TRANSFERABILITY OF INTEREST

No Member of the Company may transfer or assign its interest in the Company without the prior written consent of all of the other Members. Any attempt to transfer or assign a Member's interest, without such a written consent, shall not entitle the transferee to participate in the management of the business and affairs of the Company or to become a Member. The transferee shall be only entitled to receive the share of profits or other compensation by way of income and the return of contributions to which the Member otherwise would be entitled.

ARTICLE XII - POWER TO AMEND

The power to adopt, alter, amend or repeal the Articles of Organization of the Company shall be vested solely in the Members of the Company and shall be by a unanimous vote of approval of the Members.

ARTICLE XIII - LIMITED LIABILITY COMPANY REGULATIONS

The power to adopt, alter, amend, or repeal the regulations of the limited liability company shall be

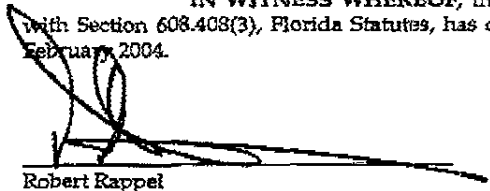
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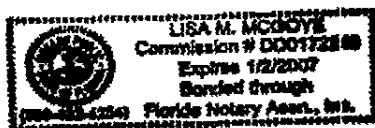
vested in the Members of the Company as in the Operating Agreement. The Operating Agreement adopted by the Members may be repealed or altered; the Members may adopt a new or modify the existing Operating Agreement; and the Members may prescribe any modifications to the Operating Agreement made by them that such contents of the Operating Agreement may not be altered, amended, or repealed by the Member Manager or Managers. The Operating Agreement may contain any provisions for the regulation and management of the affairs of the limited liability company not inconsistent with the law or the Articles of Organization.


IN WITNESS WHEREOF, the Member or authorized representative of a Member in accordance with Section 608.408(3), Florida Statutes, has caused these Articles of Organization to be executed this 20th day of February, 2004.


Robert Rappel
Authorized Representative or Member in
Accordance with Section 608.408 the
Execution of this Affidavit constitutes an
Affirmation under the penalties of perjury
That the facts stated herein are true.

STATE OF FLORIDA)
)
COUNTY OF INDIAN RIVER)

The foregoing instrument was acknowledged before me this 20th day of February 2004, by Robert Rappel who is personally known to me and who did not take an oath.




Notary Public
Commission Number: 1

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SOUTH FLORIDA
TALLAHASSEE, FLORIDA

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**CERTIFICATE OF DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS
STATE NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

Pursuant to the Provisions of Section 608.415 or 608.507, Florida Statutes, the undersigned Limited Liability Company submits the following statement in designating the Registered Office/Registered Agent in the State of Florida.

1. The name of the Limited Liability Company is:

ALLIANCE MEDICAL SUPPLY OF PALM BEACH, L.L.C.
2. The name and address of the Registered Agent and office is:

Robert Rappel
DEC Consultants, Inc.
Bridgewater
1515 Indian River Boulevard, Suite A 210
Vero Beach, Florida 32960-7103

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.



Robert Rappel, President

Dated: February 20, 2004

STATE OF FLORIDA)
)
COUNTY OF INDIAN RIVER)

The foregoing instrument was acknowledged before me this 20th day of February 2004, by Robert Rappel who is personally known to me and who did not take an oath.




Notary Public
Commission Number:

articles of organization 02.18.2004

Robert Rappel, D.O., Esq.
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