

05/06/2005 13:05 FAX 772 231-9729

O'HAIRE, QUINN, CANDLER

05/06/2007

Division of Corporations

L05000045365

2005 MAY -6 A 10:38

Florida Department of State  
Division of Corporations  
Public Access System

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H05000116379 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations  
Fax Number : (850) 205-0383

From:

Account Name : O'HAIRE, QUINN, CANDLER, & CASALINE CHARTERED  
Account Number : 073077002560  
Phone : (772) 231-6900  
Fax Number : (772) 231-9729

RECEIVED

05 MAY -6 PM 2:07

DIVISION OF CORPORATION

LIMITED LIABILITY COMPANY

Tropical Health and Rehab, P.L.

Certificate of Status	0
Certified Copy	1
Page Count	06
Estimated Charge	\$155.00

AL

Electronic Filing Menu

Corporate Filing

Public Access Help

Fax Audit No. H05000116379 3

FILED

2005 MAY -6 A 10:38

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION**  
**OF**  
**TROPICAL HEALTH AND REHAB, P.L.**

Pursuant to the Florida Limited Liability Company Act the undersigned, acting as organizer of a professional limited liability company, who is a duly licensed doctor under the laws of the state of Florida, hereby adopts the following Articles of Organization for such Company:

**Article I**

**Name**

The name of the limited liability company is Tropical Health and Rehab, P.L.

**Article II**

**Company Existence**

The Company's existence shall be perpetual and shall be effective upon the filing of these Articles of Organization with the Florida Department of State.

**Article III**

**Units of Equity Ownership**

**Section A. Authorized Units of Equity Ownership.** The maximum number of units of equity ownership units Tropical Health and Rehab, P.L. is authorized to have outstanding is 10,000 units, all of which shall be identical units. None of the units of the Company may be issued to anyone who is not a duly licensed doctor under the laws of the state of Florida.

**Section B. First Lien.** The Company shall have a first lien upon the units of any Member for any debt or liability owing by such Member to the Company.

**Section C. Restrictions on Disposition of Units.** No Member of this Company shall sell, transfer, convey, pledge, give, distribute or encumber any unit or units in the Company without first giving notice in writing to the Company of such intended disposition and without first securing the written approval of Members of the Company owning 100% of the then-issued and outstanding Membership Units of the Company. However, nothing contained herein shall prevent distribution by operation of law, of such unit or units, provided that in such case a transferee shall be bound by the provisions contained in this Section the same as an original Member.

Instrument Prepared by:  
Richard B. Candler, Esq.  
3111 Cardinal Drive  
Vero Beach, FL 32963  
Telephone (772) 231-6900  
Florida Bar No. 0510040

Fax Audit No. H05000116379 3

Fax Audit No. H05000116379 3

FILED

2005 MAY -6 A 10:38

**Section D. Right to Redeem Units.** Without regard to any other power to purchase units of the Company as permitted by law, the Company may purchase outstanding units in an amount not to exceed its capital. DEPT. OF STATE  
TALLAHASSEE, FLORIDA

**Section E. Transfer of Units of Indebted Member.** If a Member shall be indebted to the Company, the Company may refuse to consent to a transfer of his units until such indebtedness is paid, provided a copy of this Section or the substance thereof is written or printed upon the Certificates representing such units.

**Article IV**  
**Registered Agent and Office**

The address of the initial Registered Office of the Company is 607 9th Court, Vero Beach, Florida 32962, and the name of its initial Registered Agent at such address is Eric Newman.

**Article V**  
**Principal Office**

The mailing address and street address of the principal office of the Company is 607 9th Court, Vero Beach, Florida 32962.

**Article VI**  
**Agent for Service of Process**

The Department Of State of the State of Florida is designated as the agent of the Company upon whom process in any action or proceeding against it may be served. The address to which the Department Of State shall mail a copy of process in any action or proceeding against the Company which may be served upon it is 607 9th Court, Vero Beach, Florida 32962.

**Article VII**  
**Organizer**

The name and address of the organizer, who is a duly licensed doctor under the laws of the state of Florida, is:

Eric Newman  
607 9th Court  
Vero Beach, Florida 32962

The organizer is a natural person over the age of twenty-one years.

Fax Audit No. H05000116379 3

FILED

2005 MAY -6 A 10:38

**Article VIII**  
**Purpose and Power**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The Company shall be formed for any lawful purposes and shall have unlimited power to engage in and to do any lawful act concerning any and all lawful businesses for which companies may be organized under the Florida Limited Liability Company Act.

The Company shall be formed for the purpose of engaging in every phase and aspect of the business of rendering the same professional services to the public that a medical doctor, duly licensed under the laws of the State of Florida, is authorized to render, but such professional services shall be rendered only through officers, employees, and agents who are duly licensed under the laws of the State of Florida to practice medicine therein. The Company may own and operate a medical clinic for the purposes of providing medical care and treatment; to promote medical, surgical, and scientific research and knowledge; and to furnish related laboratory and clinical services. In connection with the above-mentioned purposes, the Company shall have the power to invest its funds in real property and securities, to acquire, own, and dispose of real and personal property, and to do all other acts incidental and necessary to the accomplishment of the foregoing purposes, to the extent permitted under the Florida Limited Liability Company Act.

**Article IX**  
**Voting Trusts**

No Member of the Company shall enter into a voting trust agreement or any other type of agreement vesting in another person the authority to exercise the voting power of any or all of such Member's units.

**Article X**  
**Repurchase Of Membership Units**

If any Member shall die or no longer be a duly licensed doctor under the laws of the state of Florida, such Member's units shall immediately be purchased by the Company.

**Article XI**  
**Management**

The Company is to be managed by a Member-Manager or Member-Managers. The Member-Manager(s) of the Company shall be named pursuant to the Operating Agreement of the Company. The initial Member-Manager of the Company, who shall serve as such until its successor is elected and shall qualify, is:

**Office Name and Address**

Member-Manager     Eric Newman  
                             607 9th Court  
                             Vero Beach, Florida 32962

Fax Audit No. H05000116379 5

**FILED**

2005 MAY -6 A 10:38

**Article XII**  
**Indemnification**SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The Company shall indemnify any Member and/or Member-Manager who is or was a party, or who is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including all appeals, by reason of the fact that such Member and/or Member-Manager is or was a Member, Officer 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 such Member and/or Member-Manager in connection with such action, suit or proceeding. The Company shall not indemnify any Member and/or Member-Manager in the event of (i) a breach of such Member and/or Member-Manager's duty of loyalty to the Company or its Members, (ii) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, (iii) a transaction from which such Member and/or Member-Manager derived an improper personal benefit, or (iv) acts or omissions for which indemnification is prohibited under the Florida Limited Liability Company Act, or (v) judgments, penalties, fines, and settlements arising from any proceeding by or in the right of the Company, or against expenses in any such case where such Member and/or Member-Manager shall be adjudged liable to the Company.

The indemnification provided in this Article shall not be deemed exclusive of any other rights to which a person indemnified may be entitled under any agreement, vote of Members, or disinterested Officers or otherwise, both as to action in the official capacity of such person and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be an Officer or a Member and shall inure to the benefit of the heirs, executors, and administrators of such person.

**Article XIII**  
**Copies**

Copies of the Operating Agreement of Tropical Health and Rehab, P.L. may be obtained from Eric Newman via a written request mailed to 607 9th Court, Vero Beach, Florida 32962.

**Article XIV**  
**Real Estate Documents**

All conveyances and mortgages of and leases relating to real property made by the Company shall be executed by a Member-Manager, and all releases of mortgages, liens, judgments, or other claims that are required by law to be made of record may be executed by a Member-Manager.

Fax Audit No. H05000116379 3

FILED

## Article XV

Amendment of Articles of Organization

2005 MAY -6 A 10:38

The Company reserves the right to amend, alter, change, or repeal any provisions contained in these Articles Of Organization in the manner now or hereafter prescribed by statute and all rights conferred upon Members herein are granted subject to this reservation.

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## Article XVI

Approval of Compensation

No salary or other compensation shall be paid to any Officer of the Company for services rendered as such Officer unless and until the same shall have been approved in writing, or by affirmative vote taken at a duly held Members' meeting by the record holders of at least 80% of the then-outstanding units of the Company.

(In accordance with section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Signature of Member or authorized representative of Member.

Dated May 6, 2005.



Eric Newman  
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.*



Eric Newman  
Registered Agent

Fax Audit No. H05000116379 3 **FILED**

2005 MAY -6 A 10: 38

State of Florida

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

County of Indian River

The foregoing instrument was acknowledged before me this May 6<sup>th</sup>, 2005 by Eric Newman, who is personally known to me or who has produced \_\_\_\_\_ as identification.



June Humphrey  
MY COMMISSION # DD167015 EXPIRES  
December 23, 2006  
BONDED THROUGH FARM INSURANCE, INC.

*June Humphrey*  
Notary Public in and for  
said State  
Serial number: DD167015