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LIMITED LIABILITY COMPANY

medical center holdings, llc

Certificate of Status	0
Certified Copy	0
Page Count	04
Estimated Charge	\$125.00

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Medical Center Holdings, LLC

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY**ARTICLE I – Name:**

The name of the Limited Liability Company is Medical Center Holdings, LLC

ARTICLE II – Address:

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

7154 University Dr. #276
Tamarac, FL 33321

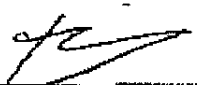
ARTICLE III – Registered Agent, Registered Office, & Registered Agent's Signature:

The name and the Florida street address of the Registered Agent are:

Richard Sierra, Esq.
Richard Sierra & Associates, PA
3111 N. University Dr. #718
Coral Springs, FL 33065
954-757-1919

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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

ARTICLE IV – Managers(s) or Managing Members(s)

MGRM: Smart Med, Inc. (FL Corp)
7154 University Dr. #276
Tamarac, FL 33321

MGRM: Global Nutrition, LLC (NV)
6075 South Eastern Ave.
Las Vegas, NV 89120

ARTICLE V – Perpetual Duration

The period of duration of Medical Center Holdings, LLC is perpetual.

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Medical Center Holdings, LLC

ARTICLE VI – Form of Management

The management of Medical Center Holdings, LLC shall be vested on the members pursuant to the Operating Agreement.

ARTICLE VII – Purpose

The purpose of the company is to engage in any lawful or activity for which an LLC may be organized under the laws of Florida and the United States.

ARTICLE VIII – Indemnification

(a) The company shall indemnify every member, and the member heirs, executors and administrators, against expenses actually and reasonably incurred by the member, as well as against any amount paid upon a judgment in connection with any action, suit, or other proceeding, civil or criminal, to which the manager may be made a party by reason of having been a member of this limited liability company.

(b) This indemnification is being given because the member(s) will be requested by the company to act for and on behalf of the company and for the company's benefit.

(c) This indemnification is not exclusive of other rights to which the member(s) may be entitled.

(d) The member(s) are entitled to the fullest indemnification allowed by the current law or as the law may be amended after the adoption of these articles.

(e) A member shall be liable to the company for the following actions:

(1) Any breach of his or her duty of loyalty to the company, or to its members;

(2) An act or omission that was taken in bad faith and which constitutes a breach of the member's duty to the company by an act that is grossly negligent, malicious, or intentional, as those terms are defined at law;

(3) A transaction in which the member benefits to the detriment of the company or its members.

(4) An action for which the manager is liable at law and for which an indemnification is not allowed.

ARTICLE IX – Operating Agreement

The Operating Agreement will establish the duties and responsibilities of each managing member, transfer and assignability of membership interest, as well as method of distribution of profits and liability for expenses. In the event of conflict between the Operating Agreement and the Articles of Organization, the Articles will govern.

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Medical Center Holdings, LLC

ARTICLE X - Right To Continue Business

In the event of the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event that terminates the continued membership of a member in Medical Center Holdings, LLC, the remaining members have the right under the operating agreement to continue the business of Medical Center Holdings, LLC.

ARTICLE XI - Certificate of Membership

A member's interest in Medical Center Holdings, LLC, may be evidenced by a certificate of membership interest signed by the majority-in-interest Managing Member which may be assigned or transferred subject to the restrictions in the Operating Agreement. The right to assign or transfer a member's interest in Medical Center Holdings, LLC is limited by the provisions of the Operating Agreement.

ARTICLE XII. Initial Members

The following will be the initial Members of the LLC with the corresponding percentage of membership interest in Medical Center Holdings, LLC.


Smart Med, Inc. (FL) 50.1%

Global Nutrition, LLC (NV) 49.9%

ARTICLE XIII. Capital and Additional Members

Members shall not be required to make additional contributions to the capital of the company. Additional members shall be admitted upon the written consent of the majority of the members. There are no preemptive rights on behalf of any Member.

REQUIRED SIGNATURE:


Signature of a member or an authorized representative of a member
Richard Sierra, Esq. as Authorized Representative for Smart Med, Inc.

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

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