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Division of Corporations

Rappel Health Law Group, P.L.

No. 6660

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**L07000001334**

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**FLORIDA/FOREIGN LIMITED LIABILITY CO.**

VMF Management, LLC

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**ARTICLES OF ORGANIZATION  
OF  
VMF MANAGEMENT, L.L.C.**

The undersigned desiring to form a limited liability company pursuant to Chapter 68, Florida Statutes, hereby states as follows:

**ARTICLE I - NAME**

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

**VMF MANAGEMENT, L.L.C.**

**ARTICLE II - PRINCIPAL PLACE OF BUSINESS**

The principal place of business and mailing address of the Company is 7750 Nova Drive, Suite A-4, Davie, Florida 33324 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 for service of process in the state for this Company is DEC Consultants, Inc., Bridgewater, 1515 Indian River Boulevard, Suite A 210, Vero Beach, Florida 32960-7103.

**ARTICLE IV - PURPOSE**

The purpose and character of the Company is to provide non-medical business management services as a limited liability company to any Level Type II office based surgery facility, physician or any physician group, duly licensed under the laws of the State of Florida. Additionally, the Company may acquire, invest in, own, maintain, repair, lease, sell and otherwise use all equipment and other personal property related or incidental thereto, and in connection with this purpose, and other activities related or incidental thereto, including without limitation, the borrowing of funds and the granting of security interests in its property and the purchase, lease license of clinic facilities. The Company shall have all powers granted to limited liability companies under Florida Law.

**ARTICLE V - DURATION**

The Company shall exist upon the date of filing of these Articles of Organization with the Secretary of State, and shall continue until the twenty-fifth (25th) anniversary of the Effective Date unless Company is sooner dissolved upon filing of Articles of Dissolution with the Secretary of State pursuant to Florida Statutes 608.441.

**ARTICLE VI - MANAGEMENT**

The Company shall be managed by its Members as set forth in the Operating Agreement

Robert Rappel, DO, Esq.  
RAPPEL HEALTH LAW GROUP, P.L.  
1515 Indian River Boulevard, Suite A 210  
Vero Beach, Florida 32960-7103  
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for the Company; provided, however, that the Members may, by regulation or operating agreement, provide for the management of the Company by a non-member manager.

#### 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 by regulation or 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.

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**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 incorporated in the Operating Agreement of the limited liability company shall be vested in the Members of the Company. Regulations adopted by the Members may be repealed or altered; the Members may adopt new regulations; and the Members may prescribe any regulations made by them that such regulations may not be altered, amended, or repealed by the Member manager or managers. The regulations may contain any provisions for the regulation and management of the affairs of the limited liability company not inconsistent with 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 4<sup>th</sup> day of January 2007.

By: \_\_\_\_\_

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 4<sup>th</sup> day of January 2007, by Robert Rappel who is personally known to me and who did not take an oath.



By: \_\_\_\_\_

Notary Public

Commission Number: DD0478948

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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:

**VMF MANAGEMENT, L.L.C.**

2. The name and address of the registered agent and office is:

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.

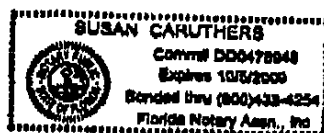
By:   
Robert Rappel, President


Dated: January 4, 2007

STATE OF FLORIDA )

COUNTY OF INDIAN RIVER )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of January 2007, by Robert Rappel who is personally known to me and who did not take an oath.



By:   
Notary Public  
Commission Number: DD0478948

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