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EXAMINER

ALLEN

DYER

DOPPELT

MILBRATH &

GILCHRIST, P.A.

INTELLECTUAL PROPERTY ATTORNEYS

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Brian R. Gilchrist
Christopher F. Regan
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smilbrath@addmg.com

October 3, 2014

VIA FEDERAL EXPRESS

Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Villages Endoscopy & Surgical Center, L.L.C.
Your Lot No. L07000035298
FEI/EIN No.: 208929840
Corrected Second Amended and Restated Articles of Organization

To Whom It May Concern:

Enclosed please find the following:

1. Your office's cover letter, indicating the correction needed to the enclosed Articles; and
2. Original and one copy of the corrected Second Amended and Restated Articles of Organization for Villages Endoscopy & Surgical Center, L.L.C., which is corrected to include a signature of Dr. Padman accepting his designation as registered agent.

The above-referenced articles were attached as an exhibit to the Transcript of the Special Meeting, which is why there is an exhibit sticker on the first page.

Orlando Office (Main)
255 South Orange Ave.
Suite 1401
Orlando, FL 32801
Mail To: P.O. Box 3791
Orlando, FL 32802-3791

tel: 407-841-2330
fax: 407-841-2343

Winter Springs Office
1135 E. State Road 434, Suite 3001
Winter Springs, FL 32708
tel: 407-796-5051 fax: 407-796-5065

Melbourne Office
4450 W. Eau Gallie Blvd., Suite 100
Melbourne, FL 32934
tel: 321-622-8651 fax: 321-622-8652

Jacksonville Office*
4720 Salisbury Road
Jacksonville, FL 32256
tel: 904-398-7000 fax: 904-398-7003

Tampa Office*
2202 N. West Shore Blvd., Suite 200
Tampa, FL 33607
tel: 813-639-4222 fax: 407-841-2343
*Satellite Office

Miami Office
1221 Brickell Ave., Suite 2400
Miami, FL 33131
tel: 305-374-8303 fax: 305-374-8306



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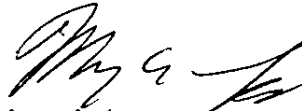
Stephen D. Milbrath, Esq.
Allen, Dyer, Doppelt, Milbrath & Gilchrist, P.A.
255 S. Orange Avenue, Suite 1401
P.O. Box 3791
Orlando, FL 32802-3791

The annual report notification should be sent to:

Nehme Gabriel, M.D.
10900 S.E. 174th Place
Summerfield, FL 34491
Email: Ngabriel77@aol.com

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me (Telephone 407-841-2330, ext. 105).

Very truly yours,



Mary A. Leavy
Legal Assistant to Stephen D. Milbrath

/ml
Enc.

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**Second Amended and Restated Articles of Organization
For
Villages Endoscopy & Surgical Center, L.L.C.**

Villages Endoscopy & Surgical Center, LLC, a Florida limited liability company, whose original Articles of Organization were filed April 3, 2007, and first Amended and Restated Articles of Organization were filed March 7, 2013, hereby files this Second Amended and Restated Articles of Organization pursuant to Section 605.0202, Fla. Stat., which Second Amended and Restated Articles of Organization ("Articles") shall be effective as of the date of the filing hereof with the Secretary of State:

Article I

The name of the Limited Liability Company is:

VILLAGES ENDOSCOPY & SURGICAL CENTER, L.L.C.

Article II

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

10900 S.E. 174TH PLACE
SUMMERFIELD, FL. 34491

The mailing address of the Limited Liability Company is:

10900 S.E. 174TH PLACE
SUMMERFIELD, FL. 34491

Article III

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS

Article IV

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

MUNI PADMAN M.D.
601 E. DIXIE AVE., SUITE #1
LEESBURG, FL. 34748

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

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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.

Registered Agent Signature: MUNI PADMAN, M.D.

Article V

The name and address of the managing members/managers are:

Title: ✓Member Manger
MUNI PADMAN M.D.
c/o 10900 S.E. 174th Place
Summerfield, Fl. 34491

✓Member Manager
Nehme Gabriel, M.D.
c/o 10900 S.E. 174th Place
Summerfield, Fl. 34491

✓Member Manager
Soundarapandian Baskar, M.D.
c/o 100900 S.E. 174th Place
Summerfield, Fl. 34491

Member Manager
Lalbahadur Nagabhairu, M.D.
c/o 100900 S.E. 174th Place
Summerfield, Fl. 34491

Article VI [amended]

The effective date for this Limited Liability Company shall be:

04/03/2007

Article VII [amended]

The overall management and control of the business and affairs of the Company shall be vested in its members. Except as otherwise provided in these Articles, any and all actions of the Company shall require the vote of members holding a fifty-one percent (51%) majority interest in the Company. Furthermore, the following actions of the

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Company shall require the vote of members holding a seventy-five percent (75%) majority interest in the Company:

- (a) The sale of all of the membership interests of the Company or the sale of all or substantially all of the assets of the Company; or
- (b) Amending or restating the Articles of Organization of the Company.

Article VIII [amended]

A member may be involuntarily removed from the Company for any of the following:

- (a) Acts or omissions to act by the member which constitute a breach of the member's fiduciary duty to the Company;
- (b) Acts or omissions to act which are unfairly competitive with the business of the Company and which are causing the Company to lose business or patients as a result of such unfairly competitive conduct, including but not limited to preferentially referring patients to surgical clinics other than the surgical clinic owned by the Company in which the member has a direct or indirect interest;
- (c) Directly or indirectly steering business or patients away from the Company and to the benefit of other competing surgical centers in which the member has an interest, directly or indirectly, to the detriment of the Company;
- (d) Acts of self-dealing or unjust enrichment to the detriment of the Company;
- (e) Referring or causing to refer patients to competing surgical centers in which the member has an interest, directly or indirectly;
- (f) Acting to undermine the business of the Company to the Company's detriment;
- (g) Engaging in a conflict of interest in violation of Chapter 605, Florida Statutes, as applicable, or violating a duty of care to the Company required by law; or
- (h) Violating the rules and regulations duly adopted by the Company at a meeting of the members; or
- (i) Engaging in behavior which, in the judgment of the members holding a fifty-one percent (51%) majority interest in the Company, discredits the

reputation or credibility of the Company or unfairly competes with the Company to the Company's detriment.

Article IX

Not less than ten (10) days prior to any vote to remove a member, the other members who seek the member's removal shall cause a notice to be issued to the member in question, advising such member that they shall bring to a vote of the members of the Company a motion to remove such member at a special meeting called for such purpose on not less than ten (10) days notice. The notice shall state the reasons for the intended removal. The notice shall also give the member in question a good faith opportunity to cure the deficiencies in performance, if such deficiencies are curable. If the member in question completes a cure within the ten day notice period, the motion pending before the members for removal shall be withdrawn. However, if the deficiency is incurable or if the member in question has not cured the deficiency, an affirmative vote by at least fifty-one (51) percent of the members in interest shall be sufficient to remove the member in question. A removed member shall no longer be entitled to exercise any rights, powers or privileges of a member, and his or her interest in the Company shall then be considered redeemed by the Company, effective as of the date of the affirmative vote for such member's removal.

Article X

Upon the affirmative vote of the majority in interest of greater than fifty-one (51) percent for removal of a member, the remaining members shall cause a prompt preparation of financial statements for the Company as of the end of the month in which the resolution for removal is passed. The removed member shall receive, in exchange for his or her interest in the Company, the Removal Compensation Amount, which shall be paid within one year of the effective date of the member's removal. The term "Removal Compensation Amount" is herein defined as 100% of the removed member's capital account. Should the Company fail to perform upon its obligations under this section to make payments when due, in addition to any other remedies such member shall possess, the Company shall be liable to the removed member for interest upon the amount of any deficiency at the rate of ten percent (10%) per annum (compounded annually), computed from the date that the deficiency payment was due.

Article XI [new]

The members may admit to the Company additional member(s) to participate in the governance, profits, losses, available cash flow, and ownership of the assets of the Company on such terms as prescribed by and in accordance with Article XII of these Articles.

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Article XII [new]

Transfer Prohibition. For the purposes of these Articles, "Transfer" shall mean the sale, transfer, conveyance, gift, assignment, syndication, pledge, hypothecation, encumbrance or other disposition of all or any part of an interest, either voluntarily, involuntarily, by operation of law or otherwise. If an interest is held by a Person other than a natural person, a change in fifty percent (50%) or more of the equity ownership or voting control of such Person from the manner in which such ownership or voting control was held on the date such Person became a member, shall be deemed a Transfer. Except as provided in this Article XII, absent the approval by the affirmative vote of members holding a fifty-one percent (51%) majority interest in the Company (such approval by the members may or may not include the vote of the member(s) who desire(s) to Transfer their interest in the Company), no member shall Transfer all or any portion of its interest in the Company or any interest or right therein. Any purported Transfer of a member's interest in the Company, or any right or interest therein, in violation of the provisions of these Articles shall be void ab initio, the transferee thereof shall only have the rights of an Assignee and the member shall continue to have all rights, duties and obligations as a member of the Company. For the purposes of these Articles, "Assignee" shall mean any individual, partnership, corporation, limited liability company, trust, estate, unincorporated or incorporated association, or other entity who acquires (by purchase, gift, inheritance, judgment, Transfer or otherwise), or has an ownership or security interest (including any charging lien) in or against the Company or any interest of a member, but who has not been admitted as a member of the Company in accordance with these Articles.

Rights of Assignee. An Assignee shall be entitled to share in such profits and losses of the Company, to receive any distribution(s), and to receive such allocation of income, gain, loss, deduction, or credit or similar item to which the member assignor was entitled, to the extent assigned. Any member's interest in the Company acquired by an Assignee is subject to the terms and conditions of these Articles. An Assignee shall not be admitted as a member of the Company unless (i) the members approve, by the affirmative vote of the members owning, in the aggregate, fifty-one percent (51%) of the interests in the Company, such Assignee becoming a member, and (ii) the other conditions specified in the "Admission of Members" section of this Article XII are satisfied. An Assignee has no rights or entitlements in respect to the Company or any member's interest in the Company except as specifically granted to the Assignee in these Articles. By way of illustration and not limitation, an Assignee shall have no (i) voting or consent rights of any nature or kind, as those rights shall remain vested in the member assignor, or (ii) rights to require any information or accounting of the Company's transactions or finances or to inspect Company books. If, however, an Assignee is admitted to the Company as a member pursuant to this Article XII, such admission shall vest in such Assignee all rights, powers, authorities, obligations and responsibilities inuring to and imposed upon members of the Company.

Issuance of Additional Member Interests. No additional members shall be admitted into the Company by creation of additional interests in the Company ("Potential New

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Member(s) without the approval by the affirmative vote of the members owning, in the aggregate, fifty-one percent (51%) of the interests in the Company ("Additional Member Interest Approval"). The capital contributions to be required, the class of the interests to be issued, the percentage interests to be given, and the other terms and conditions of any issuance of additional interests in the Company shall be determined by the members at the time the members vote for the Additional Member Interest Approval, and the percentage interests of the members existing prior to such issuance shall be diluted proportionately as required to issue the new interests in the Company. In connection with the Additional Member Interest Approval and the subsequent issuance of any additional interests in the Company, the members shall have the right and power to establish one or more classes of interests in the Company, including without limitation determining the rights, privileges and obligations of any such classes, and shall be authorized to amend these Articles consistent with the foregoing, including without limitation to provide for the issuance of such additional interests in the Company and the rights, privileges and obligations of each class of interest in the Company, without the need to obtain any further consent, vote or approval of any existing or new members. Any additional member admitted into the Company shall comply with such additional requirements of admission as determined by the members, provided such requirements are not inconsistent with the provisions of these Articles.

Admission of Members. An Assignee or Potential New Members will be admitted to the Company as a successor or additional member only if all of the following conditions are met:

- (a) The members have complied with the "Events Creating Option to Buy" section of this Article XII, if applicable;
- (b) The members approve by affirmative vote of the members owning, in the aggregate, fifty-one percent (51%) of the interests in the Company, to the admission of the Assignee or Potential New Member as a member;
- (c) The Assignee or Potential New Member agrees in writing to be bound by the provisions of these Articles;
- (d) The Assignee or Potential New Member executes any and all documents required to effectuate or evidence its admission to the Company as a member, and delivers to the Company its (i) taxpayer identification number; and (ii) initial tax basis in the interest that is Transferred;
- (e) The Assignee or Potential New Member reimburses the Company for all reasonable costs and expenses (including reasonable attorney's fees) incurred in connection with the Transfer and admission, if applicable;
- (f) The Assignee or Potential New Member agrees to be bound by the provisions of and executes a non-competition agreement with the Company (Non-Competition Agreement");

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- (g) The Assignee or Potential New Member is not a minor or legally incompetent; and
- (h) The Transfer of the existing interest or issuance of additional interest does not constitute a default under any agreement to which the Company, assignor, Assignee or Potential New Member is bound.

Permitted Transfer. Except as set forth in this "Permitted Transfer" section, the prohibitions and restrictions on Transfers of interests set forth in this Article XII shall not apply to a Transfer of all or any portion of an interest to any of the following persons or entities ("Permitted Transferees"): an entity controlled solely by such member, or to a revocable trust established by the member, for such member and/or one or more of such member's affiliates or immediate family members, with the member as sole trustee or co-trustee of such trust and where the member retains sole voting control over such interest in the Company, or (iii) to the Company. Any Transfer to a Permitted Transferee shall still be subject to compliance with the provisions of subsections (c) - (h) of the "Admission of Members" section of this Article XII; provided, however, that if the Transfer is to another member, the requirements of aforementioned subsections (c) and (d) shall be deemed satisfied.

Events Creating Option to Buy. For the purposes of these Articles, "Affected Interest" shall mean any of the following, (i) a member's entire interest in the Company in the event of a Transfer (or attempted Transfer); or (ii) a person or entity's entire interest in the Company in the event such interest becomes subject to the right or obligation of the Company or a member to purchase such interest under these Articles. "Transferring Holder" shall mean any of the following persons or entities, as applicable, (i) a person or entity who holds an Affected Interest or whose Affected Interest is being terminated or is the subject of any other event that caused such interest in the Company to become an Affected Interest; (ii) any transferee holding an Affected Interest as a result of a Transfer or attempted Transfer that made it an Affected Interest; or (iii) any legal representative of either. Except for the Permitted Transfers allowed under this Article XII, if any of the following events occurs or is attempted to or by a member, the Company and the other members shall have the options and the rights to buy the Affected Interest of a Transferring Holder, and that Transferring Holder shall be obligated to sell the Affected Interest, pursuant to the terms and conditions of this Article XII:

- (a) Voluntary Transfer. A "Voluntary Transfer" shall occur if (i) all or any portion of a member's interest in the Company is sold, exchanged, pledged, encumbered, given, gifted or otherwise voluntarily Transferred without the approval by the affirmative vote of the members owning, in the aggregate, fifty-one percent (51%) of the interests in the Company, or (ii) an agreement is entered into to do any of the foregoing.
- (b) Involuntary Transfer. An "Involuntary Transfer" shall occur if a person or entity attempts to gain absolute rights to all or any portion of a member's

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interest in the Company by (i) sale pursuant to a levy of execution, (ii) garnishment, (iii) attachment, (iv) property division or settlement in a marital-dissolution proceeding, (v) the voluntary or involuntary dissolution of a member that is a corporation, partnership, limited liability company, trust or other business entity, or (vi) any other legal process, including without limitation bankruptcy or receivership proceedings intended to Transfer all or any portion of a member's interest in the Company. The term "Involuntary Transfer" specifically includes any Transfer by operation of the law of descent and distribution or pursuant to a testamentary instrument.

- (c) Foreclosure of a Pledge. A "Foreclosure of a Pledge" shall occur if (i) any person or entity attempts to gain absolute rights to all or any portion of a member's interest in the Company as a result of a default under a security interest, whether pursuant to the Uniform Commercial Code or otherwise, regardless of whether the security interest is termed as a pledge, collateral, a conditional assignment, an outright assignment, or in any equivalent manner (and regardless of whether the security interest is perfected), and regardless of whether the foreclosure is termed a repossession, cancellation, enforcement, foreclosure or similar term, or (ii) an agreement is entered into to do any of the foregoing in clause (i).
- (d) Insolvency. A person or entity shall be considered "Insolvent" upon becoming subject to a bankruptcy proceeding or if a receiver, whether permanent or temporary, of a Transferring Holder's property or any part thereof, shall be appointed by a court of competent authority, or if a Transferring Holder shall make a general assignment for the benefit of creditors, or if any material judgment against a Transferring Holder remains unsatisfied or unbonded of record for thirty (30) days or longer.
- (e) Termination From the Company. A member shall be considered "Terminated From the Company" when that member is no longer employed by or associated with the Company as a medical practitioner whether or not such termination is due to involuntary termination or voluntary resignation.
- (f) Breach of Non-Competition Agreement. A member shall be considered to be in "Breach of Non-Competition Agreement" if they breach and fail to cure any provisions, as prescribed therein, of the Non-Competition Agreement.
- (g) Death of a member. The death or incapacity of a member who is an individual natural person.
- (h) Dissolution of member. The dissolution or termination of a member who is not an individual natural person.

Notice To Company and Members. Each Transferring Holder shall give written notice to the Company within thirty (30) days of the occurrence of any event described in the

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"Events Creating Option to Buy" section of this Article XII. Such notice shall be sent, return-receipt requested, to the person or entity appointed by as the manger of the Company, if applicable, and to the Registered Agent of the Company at the Company's principal administrative office. Upon the Company's receipt, the members shall appoint a member to send the notice to each member at the most recent address reflected on the Company's records or such other address as the party giving notice has reason to know is more current. If the Transferring Holder fails or refuses to give such notice, or when there has been an involuntary termination or a breach of the Non-Competition Agreement, the Company or any member may do so as soon as it has the information required to be given in such notice. Notices shall contain the following information, as applicable:

- (a) Any notice of Voluntary Transfer shall identify the transferee to whom the Transferring Holder desires to Transfer an interest, a description of the interest and the consideration, if any, for the Transfer. The notice shall also identify all pertinent terms of the Transfer. A copy of all agreements and documents pertinent to the Transfer shall be attached to the notice.
- (b) Any notice of Involuntary Transfer shall identify the order, decree or directive, if any, requiring the Involuntary Transfer of an interest, a description of the interest, the reason for the Involuntary Transfer, and the pertinent terms of the Involuntary Transfer. A copy of the relevant order, decree or directive, if any, shall be attached to the notice.
- (c) Any notice of Foreclosure of a Pledge shall identify to whom the member pledged the interest, a description of the interest, the reason for the foreclosure, and shall identify all material terms of the pledge agreement and the foreclosure. A copy of all agreements and documents relating to the pledge shall be attached to the notice.
- (d) Any notice of Insolvency shall identify the manner in which the member is deemed Insolvent and shall identify any trustee or fiduciary appointed with regard to the Transferring Holder. A copy of any petition for Bankruptcy, petition for involuntary Bankruptcy, order appointing a receiver, whether permanent or temporary, order creating an assignment for the benefit of the member's creditors, and/or any judgment against the member that has remained unsatisfied or unbonded for a period of thirty (30) days or longer shall be attached to the notice.
- (e) Any notice of Termination From the Company shall include a letter of resignation from the Company, if the member has voluntarily resigned from the Company. No notice is required if the member has been involuntarily terminated from the Company.
- (f) Any notice of death shall identify (i) in the cases of death, the member that has died along with a copy of said member's death certificate, and all material

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and pertinent information regarding the death of the member; or (ii) in the cases of incapacity, the member that is incapacitated along with adequate medical proof of such incapacity, and all material and pertinent information regarding the incapacity of the member.

- (g) Any notice of dissolution shall identify all material and pertinent information regarding the dissolution or planned dissolution of the member.

Company Option. For the period commencing upon the occurrence of an event giving rise to an option to buy, as specified in the "Events Creating Option to Buy" section of this Article XII, and continuing thereafter until thirty (30) days after the Company's receipt of notice of the event giving rise to the option, which notice is in substantial compliance with the provisions of the "Notice to Company and Members" section of this Article XII, the Company shall have the option to purchase all, but not less than all, of the Affected interest of a Transferring Holder, which option and right to purchase are at the price and according to the terms and conditions provided in this Article XII.

The Company may exercise its right and option to purchase by giving notice to the Transferring Holder, with a copy to the other members, of its intention to exercise its right and option before the expiration of the thirty (30) day period. In no event shall the Transferring Holder vote, as a member, on the question of whether the Company will elect to exercise its option. Notwithstanding any other provisions of these Articles, the Company shall not have the power to elect to purchase any Affected Interest if the payment of the purchase price would render the Company unable to pay its debts in the ordinary course of business.

Members' Option. If the Company does not exercise its option to purchase as provided for in the "Company Option" section of this Article XII, then the members (other than the Transferring Holder, if a member) shall have, for a period of thirty (30) days thereafter, the option and right to collectively purchase all, but not less than all, of the Affected Interest, which option and right to purchase are at the price and according to the terms and conditions provided in this Article XII. Each member (other than the Transferring Holder) shall have the option and right to purchase that fraction of the Affected Interest which their respective interest in the Company owned by each bears to the total number of interests owned by all such other members (excluding any such interests held by the Transferring Holder).

Members shall exercise their right and option to purchase under this "Members' Option" Section by giving notice to the Transferring Holder, with a copy to the Company, of their intention to exercise their right and option within the applicable thirty (30) day period. In the event that more than one member elects to purchase his, her or its proportionate part of the Affected Interest, the electing members shall be required to purchase that fraction of the Affected Interest not purchased by the non-electing members which the respective interest in the Company owned by each electing member bears to the total number interests in the Company owned by all such members electing to exercise their option.

Failure of Company and Members to Exercise Options.

- (a) In the case of all Transfers which are not Permitted Transfers, if neither the Company nor the members timely exercise their options described above, then, subject to paragraph subsection (b) below: (i) the Transferring Holder shall be free to retain or dispose of the Financial Rights included in the Affected Interest; but (ii) any attempted or purported Transfer of any Governance Rights shall be disregarded and such Governance Rights will be cancelled. As a result, the assignee will be an un-admitted Assignee as provided in Section 6.2, unless the members consent, by the affirmative vote of the members owning, in the aggregate, fifty-one (51) percent of the interests in the Company, to such Transfer of Governance Rights and admits the Assignee as a new member pursuant to Section 6.4. For the purposes of these Articles, "Financial Rights" shall mean a member's rights to: (a) a capital account; (b) a share of the distribution of Available Cash (as defined in the Company's Operating Agreement), if any; (c) allocation of the net income, net loss or capital gains of the Company; (c) distributions on liquidation of the Company; and (d) a member's limited right, if any, to Transfer such rights according to the provisions of this Article XII. "Governance Rights" means all of a member's rights as a member, other than such member's Financial Rights. The Governance Rights of a member include the right to vote such member's particular Interests in the Company.
- (b) If the disposition of an Affected Interest under subsection (a) above is not made in accordance with the notice given pursuant to the "Notice to Company and Members" section of this Article XII within one hundred twenty (120) days of the date of said notice, and the Company is not liquidated during that period, then the provisions and conditions of these Articles shall apply anew to the Affected Interest. If, on the other hand, a disposition of the Affected Interest is completed in accordance with the notice given pursuant to "Notice to Company and Members" section of this Article XII and within the above-specified one hundred twenty (120) day period, then the Affected Interest and said transferee shall be subject to the provisions and conditions of these Articles, even if said transferee has not agreed to be bound by these Articles.

Purchase Price. In the event of a purchase and sale of an Affected Interest pursuant to the provisions of these Articles, it is agreed that, for the purpose of determining the purchase price, the value of the Affected Interest shall be equal to the purchase price involved in the proposed bona fide Voluntary Transfer if the interest became an Affected Interest due to a bona fide Voluntary Transfer. If the interest became an Affected Interest due to other than a bona fide Voluntary Transfer, then the value of the Affected Interest shall be reached by agreement pursuant to this "Purchase Price" section or, if

no agreement can be reached, the value established by appraisal as determined pursuant to this "Purchase Price" section.

- (a) Agreement. The parties to the purchase and sale shall attempt to agree upon the Affected Interest's fair market value within fifteen (15) days of the date of notice of exercise of the applicable purchase option.
- (b) Appraisal. In the event that no agreement is reached pursuant to Section subsection (a) above, then the purchase price under this "Purchase Price" section shall be determined by appraisal conducted by a qualified independent appraiser mutually chosen by the parties to the purchase and sale. Such appraiser shall make a final determination of fair market value of the Affected Interest according to the valuation standard set forth in subsection (c). All appraisal costs shall be borne by the Company.
- (c) Valuation Standard. For purposes of these Articles, the fair market value of an Affected Interest shall be the cash price that would be payable to a reasonable seller by an unrelated reasonable buyer for said interest, with due consideration given to the terms and conditions of these Articles and all other facts and circumstances, but excluding the application of a discount for a minority interest, lack of control and/or lack of marketability, or a premium of a majority interest, if applicable.

Closing Date and Terms of Purchase.

- (a) Closing Date. In all cases of a purchase and sale hereunder, the following provisions of this "Closing Date and Terms of Purchase" section shall apply and the sale and purchase shall close on a reasonable date, at a reasonable place and at a reasonable time to be selected by the purchasing party or parties (i.e., the Company or one or more members, but in either case collectively referred to in the remainder of this section as the "purchasing party"), which shall be no later than ninety (90) days after a final determination of value pursuant to the "Purchase Price" section of this Article XII.
- (b) Offset of Purchase Price. The Company (or any purchasing members) may offset the purchase price of an Affected Interest by the amounts of any debts due to the Company or damages due to the Company, and such offset may be used first to reduce amounts due at closing under the "Closing Date and Terms of Purchase" section below.
- (c) Payments. Subject to subsection (b) above, on the date of closing the purchasing party shall pay to the Transferring Holder at least twenty-five percent (25%) of purchase price in cash at closing. Upon delivery of the cash payment at closing, the Affected Interest shall be assigned to the purchasing party with all necessary instruments reasonably required to complete the Transfer of the Affected Interest on the Company's books and records.

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CLERK OF STATE
TREASURY OF FLORIDA

- (d) **Installment Promissory Note.** The purchasing party shall execute a secured promissory note for the remaining balance of the purchase price. In the event that a promissory note is delivered at the closing of a purchase and sale of an Affected Interest, then the parties to the purchase and sale shall also execute and deliver a pledge agreement, pledging the interests being sold as security for payment of the promissory note.

Transfer Restrictions Reasonable. The members agree that the prohibitions and requirements set forth in this Article XII are fair and reasonable.

Repayment of Outstanding Loans to Members. Notwithstanding any other provision of these Articles to the contrary, no member may Transfer all or any portion of its member interest to any other person or entity, and no member may purchase all or any portion of the member interest of another member, unless such transferring or purchasing member agrees to pay, in cash at the time of closing of such transaction, any and all outstanding loans, debts, and obligations owed by the transferring member to the Company as of the closing date of such transaction, whether or not such loan or other obligation is then due and payable; provided, however, that the provisions of this "Repayment of Outstanding Loans to Members" shall not apply to a Transfer to a Permitted Transferee.

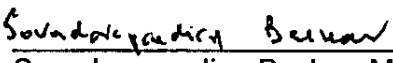
Dated and approved this 28th day of May, 2014 at a properly noticed special meeting of the members, which is the effective date hereof, by the members listed below.



Nehme Gabriel, M.D.



Munivenkatappa Padman, M.D.



Soundarapandian Baskar, M.D.

2014 NOV - 3 P 5: 14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

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 relative 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 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.


Munivenkatappa Padman, M.D.
Registered Agent

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 14, 2014

STEPHEN D. MILBRATH, ESQ.
ALLEN, DYER, DOPPELT, MILBRATH & GILCHRI
POST OFFICE BOX 3791
ORLANDO, FL 32802-3791

SUBJECT: VILLAGES ENDOSCOPY & SURGICAL CENTER, L.L.C.
Ref. Number: L07000035298

We have received your document for VILLAGES ENDOSCOPY & SURGICAL CENTER, L.L.C. and your check(s) totaling \$60.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Effective January 1, 2014, all limited liability company forms must be submitted in accordance with the Revised Limited Liability Company Act, Chapter 605, Florida Statutes. The proper form is enclosed for your convenience.

The registered agent must sign accepting the designation.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Barbara Bostick
Regulatory Specialist II

Letter Number: 114A00017540

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
Division of Corporations

October 13, 2014

STEPHEN D. MILBRATH, ESQ.
ALLEN, DYER, DOPPELT, MILBRATH & GILCHRI
POST OFFICE BOX 3791
ORLANDO, FL 32802-3791

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We have received your document for VILLAGES ENDOSCOPY & SURGICAL CENTER, L.L.C. and your check(s) totaling \$60.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

You failed to make the correction(s) requested in our previous letter.

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Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Barbara Bostick
Regulatory Specialist II

Letter Number: 614A00021863

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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