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FLORIDA/FOREIGN LIMITED LIABILITY CO.

hialeah multispecialty investments, llc

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**ARTICLES OF ORGANIZATION OF
HIALEAH MULTISPECIALTY INVESTMENTS, LLC**

The undersigned certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. We further declare that the following Articles shall serve as the Charter and authority for the conduct of business of the limited liability company.

ARTICLE I. NAME AND PRINCIPAL PLACE OF BUSINESS

The name of the limited liability company shall be HIALEAH MULTISPECIALTY INVESTMENTS, LLC., and its principal office shall be located at 777 East 25th Street in the City of Hialeah, County of Miami-Dade, State of Florida 33013, but it shall have the power and authority to move this principal office or establish branch offices at any other place or places as the manager may designate.

ARTICLE II. PURPOSES AND POWERS

A. In addition to the powers authorized by the laws of the State of Florida for limited liability companies, including but not limited to the Limited Liability Company Act, the general nature of the business or businesses to be transacted, and which the limited liability company is authorized to transact, shall be as follows:

1. To engage in any activity or business authorized under the Florida Statutes.
2. In general, to carry on any and all incidental business; to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things set forth in these Articles to the same extent as a natural person might or could do.
3. To purchase or otherwise acquire, undertake, carry on, improve, or develop, all or any of the business, good will, rights, assets, and liabilities of any person, firm, association, or corporation carrying on any kind of business of a similar nature to that which this limited liability company is authorized to carry on, pursuant to the provisions of these Articles; and to hold, utilize, and in any manner dispose of the rights and property so acquired.
4. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or administrative

This Instrument was prepared by:
Renier Cruz, Esq.
300 Sevilla Avenue
Suite 301
Coral Gables, Florida 33134

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subdivision, or department, and to perform and carry out, assign, cancel, or rescind any of such contracts.

5. To exercise all or any of the limited liability company powers, and to carry out all or any of the purposes, enumerated in these Articles and otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in this capacity or under this arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest of the property and to aid, assist, or participate in any lawful enterprise in connection with or incidental to the agency, representation, or service, and to render any other service or assistance it may lawfully do under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit

6. To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers set forth in these Articles, either alone or in association with others incidental or pertaining to, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

B. The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this limited liability company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers.

C. Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not, under Florida laws, lawfully carry on, exercise, or do.

ARTICLE III. EXERCISE OF POWERS

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of, the manager of this limited liability company. This Article may be amended from time to time in the regulations of the limited liability company by a unanimous vote of the members of the limited liability company.

ARTICLE IV. MANAGEMENT

This limited liability company shall be managed by one manager. The name and address of the person who shall serve until a successor is elected and qualified by the unanimous vote of the members, is or are as follows: Jose E. Escalante whose address is 777 East 25th Street, Hialeah, Florida 33013.

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ARTICLE V. MEMBERSHIP RESTRICTIONS

A. The Operating Agreement of the Company shall delineate in greater detail the restrictions contained herein, as well as other restrictions to be established.

1. Members shall have the right to admit new members by unanimous consent. Contributions required of new members shall be determined as of the time of admission to the limited liability company.

2. A member's interest in the limited liability company may not be sold or otherwise transferred except with unanimous written consent of all members.

3. On 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 the limited liability company, the remaining members shall have the right to continue the business.

4. No member of the Company shall be an agent of the Company solely by virtue of being a member, and no member shall have authority to incur debt or contractual liability on behalf of the Company solely by virtue of being a member.

ARTICLE VI. CAPITAL CONTRIBUTIONS

A. Capital contributions in the amount of \$4,000.00 cash shall be paid to the limited liability company by the initial members. Additional contributions will be made as required for investment purposes, as determined by the Manager and approved by a majority of the members. Members will make contributions in equal shares.

B. The amount of capital each Member has contributed or has agreed to contribute:

| Member | Capital Contributed |
|-------------------|---------------------|
| Jose E. Escalante | \$100.00 |
| Jose Contreras | \$100.00 |
| Anais Cortes | \$100.00 |
| Alexis Gutierrez | \$100.00 |

ARTICLE VII. PROFITS AND LOSSES

A. *Profit Sharing.* The members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after the payment of the expenses of conducting the business of the limited liability company. Each member shall be entitled to an equal distributive share of the profits and be paid the distributive share of the profits when and as unanimously determined by the members.

B. *Losses.* All losses that occur in the operation of the limited liability company business shall be paid out of the capital of the limited liability company and the profits of the business, or, if

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these sources are insufficient to cover such losses, by the members in equal shares when and as unanimously determined by the members.

ARTICLE VIII. DURATION

This limited liability company shall exist perpetually or until dissolved by the Members, upon an event of dissolution according to the terms of the company's regulations or Operating Agreement or dissolved in a manner provided by law.

ARTICLE IX. INDEMNIFICATION

A. The company shall indemnify any person who is or was a party, 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 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 attorney's 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 interest of the company.

B. The foregoing indemnification shall not apply in the case of an action, suit, or proceeding instituted by one or more members of the company, if the claim, matter, or issue raised therein is determined by a court of competent jurisdiction to have resulted from the negligence or misconduct of the member(s) seeking indemnification; however, that such indemnification shall nonetheless apply if, in view of all of the circumstances of the case, such court shall determine that such member(s) is/are fairly and reasonably entitled to indemnification, with respect to such expenses, judgments, decrees, fines, penalties, and amounts paid in settlement as determined by the court.

C. Expenses of each person indemnified hereunder, incurred in defending against a civil, criminal, administrative, or investigative action, suit or proceeding (including all appeals), or threat thereof, may be paid by the company in advance of the final disposition of such action, suit, or proceeding, as authorized by a majority in interest of the members, upon receipt of an undertaking by such person to repay such amount unless it shall ultimately be determined that he or she is entitled to by indemnification by the corporation.

ARTICLE X. INITIAL REGISTERED OFFICE AND REGISTERED AGENT

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The address of the initial registered office of the limited liability company is whose address is 777 East 25th Street, Hialeah, Florida 33013, and the name of the company's initial registered agent at that address is Jose E. Escalante.

The undersigned, being the original manager of the limited liability company, certifies that this instrument constitutes the proposed Articles of Organization of HIALEAH MULTISPECIALTY INVESTMENTS, LLC.

Executed by the undersigned at Miami, Miami-Dade County, Florida, on this 30th day of July, 2007 and acknowledged them to be my act.

MANAGER and REGISTERED AGENT:

Jose E. Escalante, M.D.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 30th day of July, 2007, by JOSE E. ESCALANTE, M.D. who did execute the foregoing Articles of Organization as a member, who is personally known to me/of who produced a _____ as identification.

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA
AT LARGE



RENIER CRUZ
MY COMMISSION # 00 023123
EXPIRES: January 3, 2011
Bonded thru Budget Notary Services

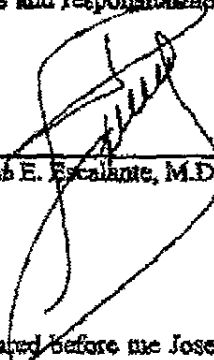
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ACCEPTANCE OF REGISTERED AGENT

I hereby am familiar with and accept the duties and responsibilities as registered agent for said limited liability company

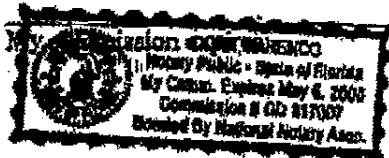


Jose E. Escalante, M.D.

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

On the 30th day of July, 2007, personally appeared before me Jose E. Escalante, M.D., the signers of the within instrument, who duly acknowledged to me that they executed the same.


Notary Public State of Florida



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