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12 MAY 24 AM 11:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

K. SALY
EXAMINER
MAY 25 2012

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Omni Home Health - District 4, LLC
Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Kimberly Brent

Name of Person

Waller Lansden Dortch & Davis

Firm/Company

511 Union Street, Suite 2700

Address

Nashville, TN 37219

City/State and Zip Code

kim.brent@wallerlaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Kimberly Brent

Name of Person

at (615)

850-8703

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

☒ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:

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

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
OMNI HOME HEALTH - DISTRICT 4, LLC**

FILED
12 MAY 24 AM 11:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

These Amended and Restated Articles of Organization of Omni Home Health - District 4, LLC ("Company") are adopted pursuant to the provisions of the Florida Limited Liability Company Act, as amended ("Act").

The original Articles of Organization of the Company were filed with the Secretary of State on April 29, 2008 under and pursuant to the Act.

The undersigned Managing Member (as defined in Company's Amended and Restated Operating Agreement ("Operating Agreement")) represents that the entire text of the Company's Articles of Organization are amended and restated in these Amended and Restated Articles of Organization ("Articles"), which state in their entirety as follows:

Article 1. Name. The name of the limited liability company shall be Omni Home Health - District 4, LLC ("Company").

Article 2. Duration. The period of the Company's duration shall be perpetual from the date of filing of these Articles of Organization with the Office of the Secretary of State of the State of Florida, unless sooner dissolved in accordance with the Act.

Article 3. Purposes. The purpose of the Company is to provide home health care as a home health agency and related services. The Members believe that the Company will have distinct and measurable benefits to the Jacksonville, Florida, area and surrounding communities because of the manner in which it will be operated, including, but not limited to, the following:

(a) The sole purpose and focus of the Company is to meet the need for and improve the quality of home health care as a home health agency and related services of the community and

(b) The Company is offering and creating new and expanded health care services, which will result in:

- (i) improved treatment modalities,
- (ii) a potential reduction of health care costs, and
- (iii) improved patient convenience, service, and access to home health care and related services.

Furthermore, the Class A Member (as defined in the Operating Agreement) of the Company is an organization exempt from federal income tax, and notwithstanding any other provision of this Agreement, the Company shall not take any action or perform in a manner which jeopardizes the Class A Member's tax-exempt status. In addition, the Company shall at all times perform the home health care and related services in a manner consistent with a community benefit, charity care, and health promotion commitment of the Class A Member, including participation in the Medicare and Medicaid programs, and shall adopt a charity care program similar to the one maintained by the Class A Member of the Company. The Company shall be committed to providing health care services for the benefits of the community served by the Class A Member and shall give charitable purposes priority over maximizing profit for the Members. The Management Board (as defined in the Operating Agreement) of the Company shall operate the Company in accordance with the community benefit standard, and in the event of a conflict of interest between such standard and the opportunity to maximize profits, the Management Board shall satisfy the requirements of the community benefit standard without regard to the consequences of maximizing profits. The Company recognizes that its Class A Member is exempt from federal income tax, and the Company shall be operated in a manner that is consistent with and furthers the Class A Member's tax-exempt purposes, and the Members shall vote in a manner consistent with this obligation. Notwithstanding anything to the contrary in this Agreement, the Class A Member shall have the power and authority to implement and change the Company's charity care and community benefit policies and plans. Prior to taking any action pursuant to this Article 3, the Managers appointed by the Class A Member will consult with and seek advice from the Managers appointed by the Managing Member (as defined in the Operating Agreement) with respect to any contemplated activities or actions, and will provide reasonably detailed information to the Managers and the Managing Member regarding the proposed activities or actions, and the reason such actions or activities are to be implemented. Notwithstanding anything to the contrary in this Agreement, no part of the net earnings of the Company shall inure to the benefit of, or be distributable to, the Class A Member unless allowed by Section 501(c)(3) of the Code and the Acts except that the Company shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

The Members agree that any services provided by the Company will be in compliance with the Ethical and Religious Directives or Catholic Health Care Services, as approved, issued, and amended from time to time by the United States Conference of Catholic Bishops, and implemented by the Local Ordinary ("Directives"), the Company will not be operated in a manner that contravenes the Directives nor in any manner that comprises the philosophy, mission, or values of the religious sponsors of the Class A Member.

No substantial part of activities of the Company shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Company shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. The Company shall implement and adopt a charity care policy that is the same or substantially similar as the charity care policy then in existence by the Class A Member.

Article 4. Registered Office Address and Registered Agent.

(a) The address of the registered office of the Company in Florida is 11380 Prosperity Farms Road #221E, Palm Beach Gardens, Florida 33410, which is unchanged from the previous address of the registered office of the Company.

(b) The name of the registered agent of the Company at the above registered office is Corporate Creations Network, Inc., which is unchanged from the previous name of the registered agent of the Company.

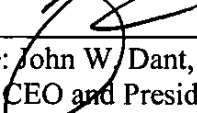
Article 5. Mailing Address and Street Address of Principal Office. The mailing address and the street address of the principal office of the Company is 510 Hospital Drive Suite 100, Madison, Tennessee 37115-5036, which addresses are unchanged from the previous mailing address and street address of the Company.

Article 6. Management. The Company shall be managed by a manager or managers as provided in the Company's Operating Agreement, as the same may be amended from time to time.

IN WITNESS WHEREOF, the Managing Member has executed these Amended and Restated Articles of Organization of Omni Home Health - District 4, LLC as of this 18th day of May, 2012.

MANAGING MEMBER:

SUNCREST HEALTHCARE, INC.

By: 
Name: John W. Dant, III
Title: CEO and President

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