

# L13000018153

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(Requestor's Name)

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(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

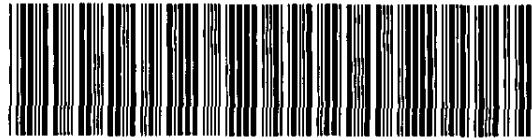
\_\_\_\_\_  
(Business Entity Name)

\_\_\_\_\_  
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



600243738256

FILED  
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DIVISION OF CORPORATIONS  
2013 FEB -1 AM 8:46

RECEIVED  
DEPARTMENT OF STATE  
13 FEB -1 PM 1:49

C. LEWIS

FEB 5 2013

EXAMINER



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

February 4, 2013

CSC / STEPHANIE MILNES

**RESUBMIT**

Please give original  
submission date as file date.

SUBJECT: ALL-MED MANAGEMENT SYSTEMS, LLC  
Ref. Number: W13000006642

We have received your document for ALL-MED MANAGEMENT SYSTEMS, LLC and your check(s) totaling \$. However, the enclosed document has not been filed and is being returned for the following correction(s):

The registered agent must sign accepting the designation.

Please return the corrected original and one copy of 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.

Carolyn Lewis  
Regulatory Specialist II  
Registration/Qualification Section

Letter Number: 613A00002635

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2013 FEB -4 PM 4:18  
TO ACKNOWLEDGE  
SUFFICIENCY OF FILING

Return to: CSC  
1201 Hays Street  
Tallahassee, FL 32301

ACCOUNT NO. : I20000000195

REFERENCE : 513949 7732109

AUTHORIZATION

*Lyndell Coleman*

COST LIMIT : \$ 185.00

ORDER DATE : January 29, 2013

ORDER TIME : 10:55 AM

ORDER NO. : 513949-005

CUSTOMER NO: 7732109

DOMESTIC AMENDMENT FILING

NAME: ALL-MED MANAGEMENT SYSTEMS,  
INC.

EFFECTIVE DATE:

XX ARTICLES OF CONVERSION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Stephanie Milnes -- EXT# 52920

EXAMINER'S INITIALS: \_\_\_\_\_

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** All-Med Management Systems LLC  
(Name of Resulting Florida Limited Company)

The enclosed Certificate of Conversion, Articles of Organization, and fees are submitted to convert an "Other Business Entity" into a "Florida Limited Liability Company" in accordance with s. 608.439, F.S.

Please return all correspondence concerning this matter to:

\_\_\_\_\_  
(Contact Person)  
**Corporation Service Company**  
\_\_\_\_\_  
(Firm/Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State and Zip Code)

\_\_\_\_\_  
E-mail address: (to be used for future annual report notifications)

For further information concerning this matter, please call:

Marcella McKenzie at ( 480 ) 922-8947  
(Name of Contact Person) (Area Code and Daytime Telephone Number)

Enclosed is a check for the following amount:

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> \$150.00 Filing Fees<br>(\$25 for Conversion<br>& \$125 for Articles<br>of Organization) | <input type="checkbox"/> \$155.00 Filing Fees<br>and Certificate of<br>Status | <input type="checkbox"/> \$180.00 Filing Fees<br>and Certified Copy | <input checked="" type="checkbox"/> \$185.00 Filing Fees,<br>Certified Copy, and<br>Certificate of Status |
|---|---|---|---|

**STREET ADDRESS:**  
Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**  
Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**Certificate of Conversion**  
For  
**"Other Business Entity"**  
Into  
**Florida Limited Liability Company**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
2013 FEB -1 AM 8:46

This Certificate of Conversion **and attached Articles of Organization** are submitted to convert the following **"Other Business Entity"** into a **Florida Limited Liability Company** in accordance with s.608.439, Florida Statutes.

1. The name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is:

All-Med Management Systems, Inc.

P990000258812

(Enter Name of Other Business Entity)

2. The "Other Business Entity" is a Corporation.

(Enter entity type. Example: corporation, limited partnership,  
general partnership, common law or business trust, etc.)

first organized, formed or incorporated under the laws of Florida

(Enter state, or if a non-U.S. entity, the name of the country)

on 6/29/1999

(Enter date "Other Business Entity" was first organized, formed or incorporated)

3. If the jurisdiction of the "Other Business Entity" was changed, the state or country under the laws of which it is now organized, formed or incorporated:

N/A

4. The name of the Florida Limited Liability Company as set forth in the **attached Articles of Organization**:

All-Med Management Systems LLC

(Enter Name of Florida Limited Liability Company)

5. If not effective on the date of filing, enter the effective date: February 1, 2013

(The effective date: 1) cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State; **AND** 2) must be the same as the effective date listed in the attached Articles of Organization, if an effective date is listed therein.)

6. The conversion is permitted by the applicable law(s) governing the other business entity and the conversion complies with such law(s) and the requirements of s.608.439, F.S., in effecting the conversion.

7. The "Other Business Entity" currently exists on the official records of the jurisdiction under which it is currently organized, formed or incorporated.

Signed this 22nd day of January 2013.

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

**Signature of Member or Authorized Representative of Limited Liability Company:**

2013 FEB -1 AM 8:46

Individual signing affirms that the facts stated in this document are true. Any false information constitutes a third degree felony as provided for in s.817.155, F.S.

Signature of Member or Authorized Representative: \_\_\_\_\_  
Printed Name: Douglas D. Byrd, Esq. Title: Secretary

**Signature(s) on behalf of Other Business Entity:** Individual(s) signing affirm(s) that the facts stated in this document are true. Any false information constitutes a third degree felony as provided for in s.817.155, F.S. [See below for required signature(s).]

Signature: \_\_\_\_\_  
Printed Name: Jeffrey D. Sloback Title: Director

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**If Florida Corporation:**

Signature of Chairman, Vice Chairman, Director, or Officer.  
If Directors or Officers have not been selected, an Incorporator must sign.

**If Florida General Partnership or Limited Liability Partnership:**

Signature of one General Partner.

**If Florida Limited Partnership or Limited Liability Limited Partnership:**

Signatures of ALL General Partners.

**All others:**

Signature of an authorized person.

**Fees:**


Certificate of Conversion:	\$25.00
Fees for Florida Articles of Organization:	\$125.00
Certified Copy:	\$30.00 (Optional)
Certificate of Status:	\$5.00 (Optional)

Signed this 22nd day of January 2013.

2013 FEB -1 AM 8:46

**Signature of Member or Authorized Representative of Limited Liability Company:**

Individual signing affirms that the facts stated in this document are true. Any false information constitutes a third degree felony as provided for in s.817.155, F.S.

Signature of Member or Authorized Representative: 

Printed Name: Douglas D. Byrd, Esq.

Title: Secretary

**Signature(s) on behalf of Other Business Entity:** Individual(s) signing affirm(s) that the facts stated in this document are true. Any false information constitutes a third degree felony as provided for in s.817.155, F.S. [See below for required signature(s).]

Signature: \_\_\_\_\_

Printed Name: Jeffrey J. Sjoberg

Title: Director

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**If Florida Corporation:**

Signature of Chairman, Vice Chairman, Director, or Officer.

If Directors or Officers have not been selected, an Incorporator must sign.

**If Florida General Partnership or Limited Liability Partnership:**

Signature of one General Partner.

**If Florida Limited Partnership or Limited Liability Limited Partnership:**

Signatures of ALL General Partners.

**All others:**

Signature of an authorized person.

**Fees:**

Certificate of Conversion:	\$25.00
Fees for Florida Articles of Organization:	\$125.00
Certified Copy:	\$30.00 (Optional)
Certificate of Status:	\$5.00 (Optional)

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

All-Med Management Systems LLC

(Must end with the words "Limited Liability Company, the abbreviation "L.L.C.," or the designation "LLC.")

ARTICLE II - Address:

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

Principal Office Address:

14101 Commerce Parkway

Miami Lakes, FL 33016

Mailing Address:

14101 Commerce Parkway

Miami Lakes, FL 33016

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

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

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

Corporation Service Company

Name

1201 Hays Street

Florida street address (P.O. Box **NOT** acceptable)

Tallahssee

FL 32301

City, State, and Zip

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
2013 FEB - 1 AM 8:46

*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.*

S. Milnes  
Registered Agent's Signature (REQUIRED)

(CONTINUED)



2013 FEB -1 AM 8:46

**ARTICLE IV- Manager(s) or Managing Member(s):**

The name and address of each Manager or Managing Member is as follows:

**Title:**

**Name and Address:**

"MGR" = Manager

"MGRM" = Managing Member

MGRM

Arrow Holdings LLC

8601 N. Scottsdale Road, Suite 335

Scottsdale, AZ 85253

Jean Haynes: President

Jeffrey J. Sjoberg: VP and Treasurer

Douglas D. Byrd, Esq.: Secretary

(Use attachment if necessary)

**ARTICLE V:** Effective date, if other than the date of filing: February 1, 2013.

(OPTIONAL)

(The effective date: 1) cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State; AND 2) must be the same as the effective date listed in the attached Certificate of Conversion, if an effective date listed therein.)

**REQUIRED SIGNATURE:**

  
\_\_\_\_\_  
Signature of a member or an authorized representative of a member.

(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. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.)

Douglas D. Byrd, Esq.

\_\_\_\_\_  
Typed or printed name of signee

**ACTIONS BY WRITTEN CONSENT  
OF THE SHAREHOLDERS OF  
ALL-MED MANAGEMENT SYSTEMS, INC  
a Florida corporation**

2013 FEB -1 AM 8:46

The undersigned, Univita Health Inc., being the sole member (the "**Sole Member**") of Arrow Holdings LLC, a Delaware limited liability company, (the "**Company**"), the sole shareholder of All-Med Management Systems, Inc., acting pursuant to Sections 18-302(d) of the Delaware Limited Liability Company Act and certain provisions of the Certificate of Formation and Limited Liability Company Agreement of the Company, does hereby consent to and adopt the following resolutions (the "**Written Consent**") effective January 25, 2013:

**WHEREAS**, The Board of Directors of All-Med Management Systems, Inc., a wholly owned subsidiary of the Company, desires to convert All-Med Management Systems, Inc. from a Florida for-profit corporation into a Florida limited liability company (the "**Conversion**");

**WHEREAS**, the Sole Member believes that the Conversion is in the best interests of the Sole Member and the Company;

**WHEREAS**, the Sole Member desires to authorize and direct the formation of a limited liability company as a subsidiary of the Company under the laws of the State of Florida for the Conversion (the "**New Subsidiary**"); and

**WHEREAS**, the Conversion is more particularly described in the Plan of Conversion attached hereto as Exhibit A.

**NOW THEREFORE, BE IT RESOLVED**, that the Conversion shall be, and it hereby is authorized and approved by the Sole Member of the Company acting as the sole shareholder of All-Med Management Systems, Inc.

**FURTHER RESOLVED**, that the undersigned Sole Member, after review and consideration, consents to and directs the formation of the New Subsidiary for the purpose of the Conversion.

**FURTHER RESOLVED**, that the form of limited liability company agreement attached hereto in Exhibit A shall be the initial limited liability company agreement of the New Subsidiary.

**FURTHER RESOLVED**, that the name of the New Subsidiary shall be All-Med Management Systems LLC and its state of domicile shall be Florida.

**FURTHER RESOLVED**, that the officers of the New Subsidiary shall be:

President: Jean Haynes  
VP and Treasurer: Jeffrey J. Sjoberg  
Secretary: Douglas D. Byrd

**FURTHER RESOLVED**, that the business address of the New Subsidiary shall be:  
14101 Commerce Way, Miami Lakes, FL 33016.

**FURTHER RESOLVED**, that the Registered Agent for the New Subsidiary shall be:  
Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301.

**FURTHER RESOLVED**, that upon receipt and confirmation of the formation of the New Subsidiary from the Secretary of State of the State of Florida, the Conversion Plan shall be deemed adopted in its entirety by the Sole Member and the Company, and shall become effective as the of the effective date defined in the Conversion Plan.

**FURTHER RESOLVED**, that the proper officers of the Company be, and each such officer hereby is, authorized, empowered and directed, to do and perform all such acts and things and to enter into and execute, for and on behalf of the Company, all such documents that, in the judgment of the officer taking such action, are necessary or appropriate to effectuate and carry out the purposes and intent of the forgoing resolutions.

**RESOLVED FURTHER**, that the authority and power given hereunder be deemed retroactive and any and all acts authorized hereunder performed prior to passage of this Written Consent are, and the same hereby is, ratified, confirmed and approved in all aspects.

**SOLE MEMBER:**

**UNIVITA HEALTH INC.**

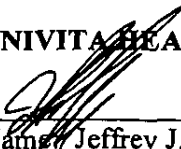
By:   
Name: Jeffrey J. Sjoberg  
Title: CFO

Exhibit A  
Plan of Conversion

**PLAN OF CONVERSION  
By Which**

**ALL-MED MANAGEMENT SYSTEMS, INC.  
(A Florida For Profit Corporation)**

**Will Convert Into**

**ALL-MED MANAGEMENT SYSTEMS LLC  
(A Florida Limited Liability Company)**

**COMPANY CONVERSION**

This Plan of Conversion (the "*Conversion*") is made to be effective the 1st day of February, 2013, (the "*Effective Date*") by and between the above referenced entities, sometimes referred to herein as the "*Converting Entity*" and the "*Resulting Entity*" respectively.

**I. RECITALS**

**A. The Parties to this Agreement and Jurisdictions:**

1. Converting Entity: The Converting Entity is All-Med Management Systems, Inc. a Florida for-profit corporation. The Converting Entity is managed by its directors who are appointed by the Sole Shareholder, Arrow Holdings LLC ("*Sole Shareholder*").
2. Resulting Entity: The Resulting Entity is All-Med Management Systems LLC a Florida limited liability company having been created by the Sole Shareholder for the purpose of the Conversion. Arrow Holdings LLC is the Sole Member ("*Sole Member*") of the Resulting Entity. The Resulting Entity will be managed by its Sole Member.

**B. Terms and Conditions of the Conversion**

1. The Capital of the Converting Entity, consisting of 1,200 shares of common voting stock, of which 1200 shares are issued to the Sole Shareholder, will be converted into 100% of the Membership Interests of the Resulting Entity issued to the Sole Member.
2. Plan of Conversion.
  - a. The Converting Entity: All-Med Management Systems, Inc. will convert into and thereafter be All-Med Management Systems LLC, the Resulting Entity. The effect of the conversion shall be in accordance with Florida Statutes 607.1114.
  - b. Effective Date: The Plan of Conversion shall become effective on February 1, 2013.
  - c. Formation of All-Med Management Systems LLC by the Sole Member: The formation of a limited liability company as a subsidiary of Arrow Holdings LLC to be the Resulting Entity for the Conversion was or will be approved by written consent of the sole member of Arrow Holdings LLC.
  - d. Certificate of Formation of Resulting Entity: The Certificate of Formation of the Resulting Entity, All-Med Management Systems LLC, under the laws of the State of Florida is attached to this Plan of Conversion as Attachment A.
  - e. Limited Liability Company Agreement of Resulting Entity: The limited liability company agreement of the Resulting Entity, All-Med Management Systems LLC, is attached to this Plan of Conversion as Attachment B.
  - f. Termination: This Conversion may be terminated at any time prior to the Effective Date, notwithstanding the adoption of this Conversion by the Sole Member of the Resulting Entity or the Sole Shareholder of the Converting Entity. If the Conversion is terminated pursuant to the above provision, this Conversion shall become void ab initio.
  - g. This Conversion may be amended, modified or supplemented by the Converting Entity or the Resulting Entity at any time prior to

the Effective Date stated above, whether before or after the adoption of this Conversion by the Converting Party or the Resulting Party, provided, however, that after such adoption, there shall not be made any amendments that by law requires the further approval by either party to this Conversion without such further approval.

## ALL-MED MANAGEMENT SYSTEM LLC

### LIMITED LIABILITY COMPANY AGREEMENT

This LIMITED LIABILITY COMPANY AGREEMENT (as amended from time to time, this "Agreement") of All-Med Management Systems LLC (the "Company"), effective as of January 25, 2013, is entered into by Arrow Holdings LLC, a Delaware limited liability company, as the sole member (the "Member").

1. Formation of Limited Liability Company. Upon the execution, delivery and filing of the Certificate of Formation of the Company (the "Certificate") by Douglas D. Byrd as a "designated person" within the meaning of the Florida Limited Liability Company Act, Title XXXVI Chapter 608 (the "Act") (which filing is hereby ratified and approved) with the Secretary of State of the State of Florida, as required by the Act, the Company was formed as a limited liability company under the Act for the purposes and upon the terms and conditions set forth herein. Upon the filing of the Certificate with the Florida Secretary of State, his/her powers as an "authorized person" ceased, and the Member, as the sole and managing member, thereupon became a designated "authorized person" within the meaning of the Act and shall continue as a designated "authorized person" within the meaning of the Act.

The rights and obligations of the Member and the administration and termination of the Company shall be governed by this Agreement and the Act. This Agreement shall be considered the "Limited Liability Company Agreement" of the Company within the meaning of the Act. To the extent this Agreement is inconsistent in any respect with the Act, this Agreement shall control to the extent permitted by the Act. The Member may execute and file any duly authorized amendments to the Certificate from time to time in a form prescribed by the Act. The Member shall also cause to be made, on behalf of the Company, such additional filings and recordings as the Member shall deem necessary or advisable.

2. Member. Arrow Holdings LLC is the sole and managing member of the Company. The Member was admitted to the Company as a member of the Company on the date first set forth above.

3. Purpose. The purpose of the Company is to engage in any and all other lawful businesses or activities in which a limited liability company may be engaged under applicable law (including, without limitation, the Act).

4. Name. The name of the Company shall be "All-Med Management Systems LLC".

5. Registered Agent and Principal Office. The registered office in the State of Florida shall be 14101 Commerce Way, Miami Lakes, FL 33016 and the registered agent of the Company in the State of Florida shall be Corporation Service Company, 1201 Hays Street, Tallahassee, Florida 32301 or otherwise as the Member may designate from time to time. The Company may have such other offices as the Member may designate from time to time.

6. Membership Interests. Certificates evidencing the limited liability company interests (the "Interests") of the Company are "securities" governed by Article 8 of the Uniform Commercial Code as in effect from time to time in any applicable state. Certificates evidencing the Interests (and certificates reflecting re-allocations of such Interests) shall be issued by the Company and shall be signed by the President or any Vice President. The Member may direct a new certificate to be issued in place of any certificate theretofore issued by the Company alleged to have been lost or destroyed. Upon surrender to the Company or the transfer agent of the Company of a certificate representing Interests duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate shall be cancelled and the transaction shall be recorded upon the books of the Company.

7. Pledge of Membership Interests. Notwithstanding any provision to the contrary in this Agreement, the limited liability company interests (including, without limitation, the Interests) used hereunder may be pledged to a lender (or agent acting for a group of lenders) as collateral for the Member's indebtedness, liabilities and obligations to such lender (or agent and group of lenders), and any such pledged interests shall be subject to the rights under any collateral documentation governing or pertaining to such pledge of such agent, lender or group of lenders. The pledge of such interests shall not, except as otherwise provided in such collateral documentation, cause a Member to cease to be a Member or to have the power to exercise any rights or powers of a Member and, except as provided in such collateral documentation, none of such agent, lender or group of lenders shall have any liability solely as a result of such pledge. Without limiting the foregoing, the right of such agent, lender or group of lenders to enforce their rights and remedies under such collateral documentation is hereby acknowledged and any such action taken in accordance therewith shall be valid and effective under this Agreement and any assignment, sale or other disposition of the interests (including, without limitation, the Interests) by such agent, lender or group of lenders pursuant to any such collateral documentation in connection with the exercise of any rights and powers of such agent, lender or group of lenders shall be valid and effective for all purposes, including, without limitation, under Section 608.432 of the Act and this Agreement, to transfer all right, title and interest of the Member hereunder to the assignee of such Member in accordance with such collateral documentation and applicable law (including, without limitation, in accordance with such collateral documentation and applicable law, the rights to participate in the management of the business and the business affairs of the Company, to share profits and losses, to receive distributions and to receive allocation of income, gain, loss, deduction, credit or similar item) and such assignee shall be a Member of the Company with all rights and powers of a Member. Such assignment shall not constitute the dissociation of the Member or an event of dissolution under Section 16 hereunder. Further, no such agent, lender or group of lenders or any such assignee shall be liable for the obligations of any Member assignor to make contributions. No such agent, lender or group of lenders shall become a Member or be deemed to be a Member as a result of the pledge by the Member of the Interests in favor of such agent, lender or group of lenders or the exercise by such agent, lender or group of lenders of rights and remedies pursuant to such pledge. The Member approves all of the foregoing and the Member agrees that no further approval shall be required for the exercise of any rights or remedies under such collateral documentation.



8. Legend Required on Membership Interest Certificates. The certificates representing Interests, if any, upon initial issuance thereof and thereafter, shall bear on the face thereof the following legend:

THIS CERTIFICATE EVIDENCES AN INTEREST IN ALL-MED MANAGEMENT SYSTEMS LLC AND SHALL BE A SECURITY FOR PURPOSES OF ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE. THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR REGISTERED OR QUALIFIED UNDER THE APPLICABLE STATE SECURITIES LAWS, IN RELIANCE UPON THE EXEMPTIONS FROM REGISTRATION AND QUALIFICATION PROVIDED IN THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND QUALIFICATION OR REGISTRATION UNDER THE APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH REGISTRATION OR QUALIFICATION IS NOT REQUIRED. FURTHERMORE, THE SECURITIES REPRESENTED HEREBY MAY ONLY BE TRANSFERRED IN COMPLIANCE WITH THE TERMS OF THE OPERATING AGREEMENT WITH RESPECT TO THE ISSUER, A COPY OF WHICH AGREEMENT MAY BE OBTAINED FROM THE ISSUER.

9. Transfer of Membership Interests. Until the termination of that certain Credit Agreement by and among the Company, certain of the Company's affiliates, each of the lenders party thereto, and General Electric Capital Corporation, as administrative agent (the "Agent"), dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and the termination of all obligations and commitments arising thereunder in accordance with the terms thereof, any amendments to Sections 6, 7, 8 and 9 of this Agreement must be approved in writing by the Agent or the Agent's successor in interest under the Credit Agreement.

10. Term of Company. The Company was formed as of the date hereof upon the filing of the Certificate of Conversion For Florida Profit Corporation into Other Business Entity with the Secretary of State of the State of Florida and shall continue in existence in perpetuity unless its business and affairs are earlier wound up following dissolution at such time as this Agreement may specify.

11. Management of Company. All decisions relating to the business, affairs and properties of the Company shall be made by the Member in its capacity as the managing member. The Member may appoint a President and one or more Vice Presidents and such other

officers of the Company as the Member may deem necessary or advisable to manage the day-to-day business affairs of the Company (the "Officers"). The individuals listed in Exhibit A attached hereto are hereby appointed Officers to the offices set forth opposite their respective names, and shall serve in such capacities at the pleasure of the Member. The Officers shall have the authority to act on behalf of, bind and execute and deliver documents in the name and on behalf of the Company. Such Officers shall have such authority and responsibility as is generally attributable to the holders of such offices in corporations incorporated under the laws of Florida. Notwithstanding any other provisions of this Agreement, the Member, acting alone, is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person.

12. Distributions. Each distribution of cash or other property by the Company shall be made 100% to the Member. Each item of income, gain, loss, deduction and credit of the Company shall be allocated 100% to the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

13. Contributions. The Member has made, or in connection with the execution of this Agreement will make, an initial capital contribution to the Company in the amounts reflected on the books and records of the Company. The Member may not be required to contribute any additional capital without the Member's consent.

14. Capital Accounts. A capital account shall be maintained for the Member in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv), to the extent required thereunder.

15. Indemnification. The Company shall indemnify and hold harmless the Member to the full extent permitted by law from and against any and all losses, claims, demands, costs, damages, liabilities, expenses or any nature (including attorneys' fees and disbursements), judgments, fines, settlements and other amounts (collectively, "Costs") arising from any and all claims, demands, actions, suits or proceedings (civil, criminal, administrative or investigative) (collectively, "Actions") in which the Member may be involved, or threatened to be involved as a party or otherwise, relating to the performance or nonperformance of any act concerning the activities of the Company. In addition, to the extent permitted by law, the Company shall indemnify and hold harmless any of its Officers from and against any and all Costs arising from any or all Actions arising in connection with the business of the Company or by virtue of such Officer's capacity as an officer of the Company. Notwithstanding the foregoing, any and all indemnification obligations of the Company shall be satisfied only from the assets of the Company, and the Member shall have no liability or responsibility therefor.

16. Dissolution and Winding Up. The Company shall dissolve and its business and affairs shall be wound up (i) pursuant to a written instrument executed by the Member, (ii) at any time there are no members of the Company, unless the Company is continued in accordance with the Act, or (iii) when required by a decree of judicial dissolution entered under Section 18-802 of the Act. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the property of

the Company in an orderly manner), and the property of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act. To the fullest extent permitted by law, any dissolution of the Company other than as provided in this Section 16 shall be a dissolution in contravention of this Agreement.

17. Amendments. This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

18. Governing Law. The validity and enforceability of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to otherwise governing principles of conflicts of law.

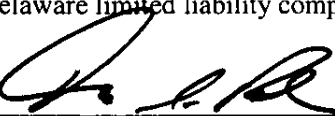
*[Signature page follows]*

**IN WITNESS WHEREOF**, the party hereto has duly executed this Limited Liability Company Agreement as of the date first set forth above.

**SOLE AND MANAGING MEMBER**

**ARROW HOLDINGS LLC**

a Delaware limited liability company

By: 

Douglas D. Byrd, Esq,  
Secretary

**EXHIBIT A**

Officers

<i>Name</i>	<i>Title</i>
Jean Haynes	President
Jeffrey J. Sjoberck	Vice President and Treasurer
Douglas D. Byrd	Secretary

**ACTIONS BY WRITTEN CONSENT    2013 FEB -1 AM 8:46**  
**OF THE DIRECTORS OF**  
**ALL-MED MANAGEMENT SYSTEMS, INC**  
**a Florida corporation**

The undersigned, being all the Directors of All-Med Management Systems, Inc., (the "**Company**") acting pursuant to the Florida Business Corporation Act and certain provisions of the Articles of Incorporation and Bylaws of the Company, do hereby consent to and adopt the following resolutions (the "**Written Consent**") effective January 25, 2013:

**WHEREAS**, The Board of Directors of the Company has determined that it is desirable and in the best interests of the Company to convert the Company from a Florida for-profit corporation into a Florida limited liability company (the "**Conversion**");

**WHEREAS**, the sole shareholder of the Company believes that the Conversion is in the best interests of the sole shareholder and the Company;

**WHEREAS**, the Conversion is more particularly described in the Plan of Conversion attached hereto as Exhibit A.

**NOW THEREFORE, BE IT RESOLVED**, that the Conversion shall be, and it hereby is authorized, approved and directed in all material respects.

**FURTHER RESOLVED**, that the proper officers of the Company be, and each such officer hereby is, authorized, empowered and directed, to do and perform all such acts and things and to enter into and execute, for and on behalf of the Company, all such documents that, in the judgment of the officer taking such action, are necessary or appropriate to effectuate and carry out the purposes and intent of the forgoing resolutions.

**RESOLVED FURTHER**, that the authority and power given hereunder be deemed retroactive and any and all acts authorized hereunder performed prior to passage of this Written Consent are, and the same hereby is, ratified, confirmed and approved in all aspects.

*Remainder of Page Intentionally Blank*

**IN WITNESS WHEREOF**, the undersigned have executed this Written Consent as of the date first set forth above.

**DIRECTORS:**

  
\_\_\_\_\_  
Jean Haynes, Director

\_\_\_\_\_  
Jeffrey Sjobeck, Director

**IN WITNESS WHEREOF**, the undersigned have executed this Written Consent as of the date first set forth above.

**DIRECTORS:**

\_\_\_\_\_  
Jean Haynes, Director


  
\_\_\_\_\_  
Jeffrey Sjobeck, Director



Exhibit A  
Plan of Conversion

**PLAN OF CONVERSION  
By Which**

**ALL-MED MANAGEMENT SYSTEMS, INC.  
(A Florida For Profit Corporation)**

**Will Convert Into**

**ALL-MED MANAGEMENT SYSTEMS LLC  
(A Florida Limited Liability Company)**

**COMPANY CONVERSION**

This Plan of Conversion (the “*Conversion*”) is made to be effective the 1st day of February, 2013, (the “*Effective Date*”) by and between the above referenced entities, sometimes referred to herein as the “*Converting Entity*” and the “*Resulting Entity*” respectively.

**I. RECITALS**

**A. The Parties to this Agreement and Jurisdictions:**

1. Converting Entity: The Converting Entity is All-Med Management Systems, Inc. a Florida for-profit corporation. The Converting Entity is managed by its directors who are appointed by the Sole Shareholder, Arrow Holdings LLC (“*Sole Shareholder*”).
2. Resulting Entity: The Resulting Entity is All-Med Management Systems LLC a Florida limited liability company having been created by the Sole Shareholder for the purpose of the Conversion. Arrow Holdings LLC is the Sole Member (“*Sole Member*”) of the Resulting Entity. The Resulting Entity will be managed by its Sole Member.

**B. Terms and Conditions of the Conversion**

1. The Capital of the Converting Entity, consisting of 1,200 shares of common voting stock, of which 1200 shares are issued to the Sole Shareholder, will be converted into 100% of the Membership Interests of the Resulting Entity issued to the Sole Member.
2. Plan of Conversion.
  - a. The Converting Entity: All-Med Management Systems, Inc. will convert into and thereafter be All-Med Management Systems LLC, the Resulting Entity. The effect of the conversion shall be in accordance with Florida Statutes 607.1114.
  - b. Effective Date: The Plan of Conversion shall become effective on February 1, 2013.
  - c. Formation of All-Med Management Systems LLC by the Sole Member: The formation of a limited liability company as a subsidiary of Arrow Holdings LLC to be the Resulting Entity for the Conversion was or will be approved by written consent of the sole member of Arrow Holdings LLC.
  - d. Certificate of Formation of Resulting Entity: The Certificate of Formation of the Resulting Entity, All-Med Management Systems LLC, under the laws of the State of Florida is attached to this Plan of Conversion as Attachment A.
  - e. Limited Liability Company Agreement of Resulting Entity: The limited liability company agreement of the Resulting Entity, All-Med Management Systems LLC, is attached to this Plan of Conversion as Attachment B.
  - f. Termination: This Conversion may be terminated at any time prior to the Effective Date, notwithstanding the adoption of this Conversion by the Sole Member of the Resulting Entity or the Sole Shareholder of the Converting Entity. If the Conversion is terminated pursuant to the above provision, this Conversion shall become void ab initio.
  - g. This Conversion may be amended, modified or supplemented by the Converting Entity or the Resulting Entity at any time prior to

the Effective Date stated above, whether before or after the adoption of this Conversion by the Converting Party or the Resulting Party, provided, however, that after such adoption, there shall not be made any amendments that by law requires the further approval by either party to this Conversion without such further approval.