

L15000046651

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

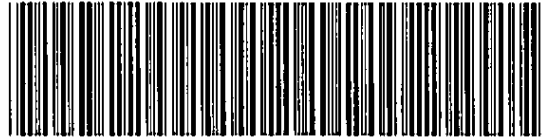
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M. MILLIGAN
OCT 20 2018

Business Law Center of the Palm Beaches

Gardens Professional Center
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Telephone 561.630.4800 | Facsimile 561.296.4848
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Jay E. Eckhaus

jeckhaus@BusinessAttorneyPalmBeach.com
Member: Florida - New York - Ohio Bars

October 8, 2018

VIA FedEx

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

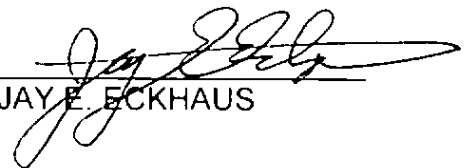
Re: Amended and Restated of the Articles of Organization
KAT PHYSICAL THERAPY & REHABILITATION, LLC

Dear Sir or Madam:

Please find attached the Amended and Restated of the Articles of Organization for the above referenced domestic limited liability company together with a check for the \$25 filing fee.

Thank you.

Sincerely,


JAY E. ECKHAUS

Enclosure:

Amended and Restated of the Articles of Organization
Check #B 185852

**AMENDED AND RESTATED OF THE ARTICLES OF ORGANIZATION
KAT PHYSICAL THERAPY & REHABILITATION, LLC**

The Articles of Organization of this Limited Liability Company were filed on March 16, 2015 and assigned Document Number L15000046651 ("Articles").

The aforementioned Articles are hereby amended and restated in their entirety pursuant to Section 605.0202 of the Florida Revised Limited Liability Company Act ("FRLCA").

**ARTICLE I
NAME**

The name of the limited liability company is: KAT PHYSICAL THERAPY & REHABILITATION, LLC ("Company").

**ARTICLE II
NAME
ADDRESS OF PRINCIPAL OFFICE**

The address of the principal office of the Company is:

2901 N. Military Trail,
Suite C
West Palm Beach, FL 33409

**ARTICLE III
MEMBER MANAGED LIMITED LIABILITY COMPANY
MEMBERS AND AUTHORIZED REPRESENTATIVE**

3.1 The Company shall at all times be a member managed limited liability company. The Original Members of the Company and such Members' addresses are:

Anthony R. Armour	Kevin Singh	Astrid Williams
3280 Anthony Cir N	7304 73Rd. Way	4666 Fountains Drive S
West Palm Beach, FL 33417	West Palm Beach, FL 33407	Lake Worth, FL 33467

3.2 Each of the following Members of the Company is the Authorized Representative of the Company pursuant to Paragraph 605.0102 (8)(b)2, FRLCA and each such Member's address is:

Anthony R. Armour	Kevin Singh	Astrid Williams
3280 Anthony Cir N	7304 73Rd. Way	4666 Fountains Drive S
West Palm Beach, FL 33417	West Palm Beach, FL 33407	Lake Worth, FL 33467

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ARTICLE IV CORPORATE GOVERNANCE

4.1 Membership Units. The Company is authorized to issue a maximum of 300 Membership Units.

4.2 Operating Agreement. The affairs and management of the Company are by the Members pursuant to a certain Operating Agreement having an effective date of September 17, 2018 ("Operating Agreement"), as such Operating Agreement may be amended from time-to-time. Such Operating Agreement governs the operating of the business affairs and interests of the Members, including, by way of example and not limitation, the authority, rights, obligations and duties of Members, authority of the Members and restrictions on the ability of Members to act on behalf of the Company, classes of membership, if any, the transfer of a Member's interest in the Company, the admitting of new Members, and indemnification of Members and other parties. Further, at least one Member must, at all times, be licensed by the State of Florida to practice physical therap.

4.3 Duration of Existence. The Company shall have an indefinite existence, subject to the provisions of the Operating Agreement and the FRLICA.

4.4 Purpose. The Company is organized for therapy and rehabilitation for the preservation, enhancement, or restoration of movement and physical function impaired or threatened by disease, injury, or disability that utilizes therapeutic exercise, physical modalities (by way of example and not limitation, massage and electrotherapy), assistive devices and patient education and training and for the sale of related goods and services.

ARTICLE V RIGHT TO INDEMNIFICATION

5.1 Indemnification. Subject to the limitations and conditions as provided in this Article V, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative proceeding (collectively, "Proceeding"), or any appeal in such a Proceeding, or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Member of the Company or while a Member of the Company is or was serving at the request of the Company as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Company to the fullest extent permitted by the FRLICA, as the same exist or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorney's fees) actually incurred by such

person in connection with such Proceeding, and indemnification under this Article shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this paragraph 5.1 shall be deemed contract rights, and no amendments, modification or repeal of this paragraph 5.1 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceeding arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this paragraph 5.1 could involve indemnification for negligence or under theories of strict liability.

5.2 Advance Payment. The right to indemnification conferred in paragraph 5.1 shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a person of the type entitled to be indemnified under paragraph 5.1 who was, is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Company of a written affirmation by such person of his or her good faith belief that he has met the standard of conduct necessary for indemnification under this paragraph 5.1 and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article V or otherwise.

5.3 Indemnification of Officers, Employees and Agents. The Company, by adoption of a resolution of the Members, may indemnify and advance expenses to an officer, employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Members under paragraph 5.1 and, the Company may indemnify and advance expenses to persons who are not or were not officers, employees, or agents of the Company but who are or were serving at the request of the Company as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person to the same extent that it may indemnify and advance expenses to Members under paragraph 5.1.

5.4 Appearance as a Witness. Notwithstanding any other provision of this Article V, the Company may pay or reimburse expenses incurred by a Member in connection with his or her appearance as a witness or other participation in a Proceeding at a time when he or she is not a named defendant or respondent in the Proceeding.

5.5 Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article V shall not be exclusive of any other right which a Member or other person indemnified pursuant to Article V may have or hereafter acquire under any law (common or statutory), any provision of these Articles of Organization, the Operating Agreement, or pursuant to a vote of disinterested Members of the Company or otherwise.

**ARTICLE VI
EFFECTIVE DATE**

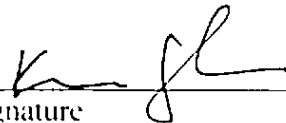
The effective date of these Amended and Restated Articles of Organization shall be the date these Amended and Restated Articles of Organization are filed with the Secretary of State of the State of Florida.

**ARTICLE VI
REGISTERED AGENT**

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

Business Law Center of the Palm Beaches
9121 North Military Trail, Suite 107
Palm Beach Gardens, FL 33410

These Amended and Restated Articles of Organization of **KAT PHYSICAL THERAPY & REHABILITATION, LLC**, having been approved by all Members of the Company are hereby executed this 4 day of 10 2018 by an Authorized Representative of the Company.



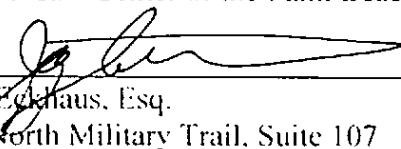
Signature

KEVIN SINGH

Name Printed
Authorized Representative

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 605, Florida Statutes.

Business Law Center of the Palm Beaches
By



Jay E. Eckhaus, Esq.
9121 North Military Trail, Suite 107
Palm Beach Gardens, FL 33410
561.630.4800

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