L18000173453

(Re	questor's Name)	
(10)		
(Ad	dress)	
(Ad	dress)	
(Cit	y/State/Zip/Phone	- <u>-</u>
	yotaterzipit none	iπ)
		MAIL
(Bu	siness Entity Nan	ne)
(Do	cument Number)	
Certified Copies	Certificates	of Status
	-	
Special Instructions to	Filing Officer:	-
	Office Use Onl	lv

•



87/25/18--01004--016 **25.00

2918 JUL 25 AM 8: 11

B FIGUEROA

AUG 0.6 2018

AMENDED AND RESTATED $\frac{V}{V}$

Articles of Organization of Central Florida Rheumatology Care, LLC

Article One Introduction and Preliminary Statements

The undersigned Organizer desires to form a limited liability company under the Laws of the State of Florida by delivering these Articles of Organization in duplicate to the Department of State of the State of Florida, in accordance with the Florida Revised Limited Liability Company Act (the *Act*). These Amended and Restated Articles of Organization have been approved by the Members and the Manager of the Company in accordance with Florida Statues section 605.0202 (2018).

Article Two Name of the Company

E E E

AH B:

The name of the limited liability company is Central Florida Rheumatology Care, LLC, a=Florida limited liability company (*Company*).

Article Three Duration

The Company will perpetually exist from the filing date of these Articles of Organization with the Department of State of the State of Florida, unless dissolved according to law.

Article Four Company's Purpose

The Company's purpose is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and all activities necessary or incidental to that purpose. The Company has all the powers necessary or convenient to carry out its purposes, including the powers granted by the Act.

Article Five Company's Principal Office and Location of Records

The street address of the principal office in the United States where the Company maintains its records is 6439 Highlands in the Woods Street, Lakeland, FL 33813.

Article Six Registered Agent and Registered Office

The Company's Registered Agent and registered office is located at Medina Law Group, P.A., 402 S. Kentucky Ave., Ste. 660, Lakeland, FL 33801.

Article Seven Manager

The name and address of the Manager is:

Fernando J. Colon, 6439 Highlands in the Woods Street, Lakeland, FL 33813

Article Eight Additional Members

The Company has the right to admit additional Members to the Company under the terms and conditions of the Company's Operating Agreement. Any Member who is later admitted as a Member of the Company will have all of the rights and obligations of an original Member under the Operating Agreement. Any transferee of a Member's Interest in the Company must be treated as an Assignce until that transferee is admitted as an Additional or Substitute Member, if ever, under the Operating Agreement.

Article Nine Business Continuation

If a Member's membership in the Company is terminated by an event, the remaining Members of the Company have the right to continue the Company's business under the terms of the Operating Agreement. A terminating event may include the Member's death, disability, retirement, resignation, withdrawal, expulsion, or bankruptcy. If the remaining Members fail to continue the Company's business according to the terms of the Operating Agreement, the Company must be dissolved and liquidated under the Act and the Operating Agreement.

Article Ten Operating Agreement and Authority

To the extent not expressly required by and provided for in the Act, the manner in which the Company conducts its business and affairs, the duties and authority of its Members and Managers, and the rights and obligations of its Members and Managers must be set forth in the Operating Agreement adopted by the initial Members and Managers of the Company. This Operating Agreement may be amended from time to time according to its provisions.

Article Eleven Management

Management of the Company is vested in one or more Managers. The Managers have exclusive authority to act for the Company in all matters. The authorities and duties of the Managers are set forth in the Operating Agreement.

Article Twelve Indemnification and Liability

As determined by the Managers of the Company, the Company may indemnify and advance expenses to a Member, Manager, employee, or agent of the Company in connection with any proceeding, to the extent permitted by applicable laws and statutes, the Act, and the Company's Operating Agreement.

Article Thirteen Transferability of Interest

Interest in the Company is nontransferable except as specifically set forth in the Company's Operating Agreement.

Signed on: **70¹⁴**, 2018.

4

Fernando J. Colon, Manager

	22:8	
	JUL	į
.! ~	25	÷
-	٨H	[*] .}
	င္း	C.