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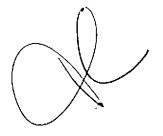




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610 S. Maitland Avenue Maitland, Florida 32751 Mary Merrell Bailey, Esq., Partner Hallie L. Zobel, Esq., Partner

P 407.622.1900

F 407.622.1922

February 2, 2023

State of Florida Division of Corporations P.O. Box 6327 Tallahassee, FL 32314 Certified Mail Return Receipt Requested 7020 0640 0002 3016 7943

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Re:

Prema Health PLLC; L22000377904

Dear Sir or Madam:

Please be advised that this firm represents Drs. Abhijit and Mrunal Patil in the above-referenced limited liability company.

Enclosed please find the following documents for filing:

- 1. Amended and Restated Articles of Organization
- Cover Letter and check in the amount of \$55.00 representing the filing fees of \$25.00 and \$30.00 for a certified copy of the Amended and Restated Articles of Organization

Please file the Amended and Restated Articles and return the certified copy of the Articles to us in the envelope provided.

Should you have any questions concerning this matter, please feel free to contact me. Thank you for your attention to this matter.

Sincerely.,

YOUR CÁRING LAW FIRM

Vickie L. Parker

Paralgela to Mary Merrell Bailey

MMB/vlp Enclosures

Amended and Restated Articles of Organization of the Prerna Health PLLC

A Florida Limited Liability Company

Section 1.01 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 Secretary of State of the State of Florida, in accordance with Florida Revised Limited Liability Company Act (the *Act*).

Section 1.02 Name

The name of the limited liability company, referred to as the *Company*, is:

Prema Health PLLC, A Florida Limited Liability Company

Section 1.03 Duration

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

Section 1.04 Purpose

The Company is organized to conduct any lawful business or investment activities, and to exercise all of the powers, rights, and privileges granted to a limited liability company organized under the Act.

Section 1.05 Principal Place of Business

The Company's principal place of business is:

Physical Address: 1711 Amazing Way, Unit 103 Ococe, FL 34761 Mailing Address: 1402 Lake Whitney Drive Windermere, Florida 34786

Section 1.06 Registered Agent and Registered Office

The initial Registered Agent's name is Mrunal A. Patil and the original registered addresses are as follows:

Physical Address: 1402 Lake Whitney Drive Windermere, Florida 34786

Mailing Address: 1402 Lake Whitney Drive Windermere, Florida 34786

Section 1.07 Registered Agent Consent

I, Mrunal A. Patil, a natural person and resident of Florida, accept the appointment as: Registered Agent of Prerna Health PLLC, a Florida Limited Liability Company. understand that my responsibilities as agent are to receive service of process, notices, and demands; to forward mail; and to notify the Office of the Secretary of State immediately if I resign or if the registered office address changes from the addresses stated above.

Dated: <u>December 12th</u>, 2022.

Section 1.08 Organizer's Name and Address

Mrunal A. Patil, 1402 Lake Whitney Drive, Windermere, Florida 34786

Section 1.09 **Additional Contributions**

The Operating Agreement specifies the times and amounts of additional contributions to the Company.

Section 1.10 **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 Interests in the Company must be treated as an Assignee until that transferee is admitted as an Additional or Substitute Member, if ever, under the Operating Agreement.

Section 1.11 **Business Continuation**

If a Company Member's membership in the Company is terminated by an event, the remaining Members and Managers 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 and Managers 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.

Section 1.12 **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.

Section 1.13 Management

The Company's Managers will manage the Company's business. 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. The names and addresses of the initial Managers are:

Abhijit Y. Patil 1402 Lake Whitney Drive	2027 F
Windermere, Florida 34786	. >
	,
Mrunal A. Patil	~,
1402 Lake Whitney Drive	:
Windermere, Florida 34786	:5

Section 1.14 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.

Section 1.15 Transferability of Interest

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

> Prerna Health PLLC. A Florida Limited Liability Company Articles of Organization Page 3 of 4

Mrunal A. Patil, Organizer and Manager

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