

**Linda M. Kaplan, P.A.
Attorney at Law**

9200 South Dadeland Blvd., Suite 412
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Telephones:
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L96000001078

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

700001954067
-09/24/96--01021--004
****293.75 ****293.75

Re: TROPICAL VETS L.C.

Dear Sirs:

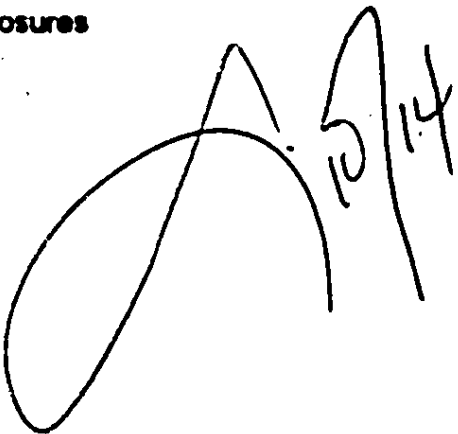
Enclosed is an original and one (1) copy of the articles of organization and our trust account check for \$293.75 for the Filing Fee, Registered Agent Designation and Certificate. Attached also find a self-addressed stamped envelope.

Should you have any questions, please give us a call

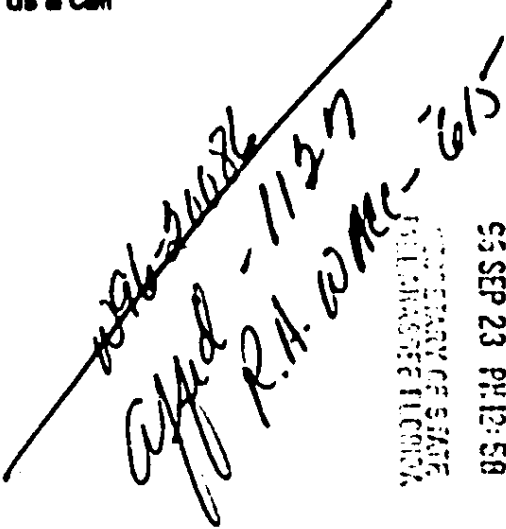
Sincerely,


Linda M. Kaplan, Esq.

Enclosures
em



EFFECTIVE DATE
9-15-96


9-15-96
1127
R.A. WMC-615
DEPARTMENT OF STATE
FILING OFFICE
SEP 23 PM 12:58
FILED



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

September 24, 1996

LINDA M. KAPLAN, P.A.
9200 SOUTH DADELAND BLVD.
SUITE 412
MIAMI, FL 33156

SUBJECT: TROPICAL VETS, L.C.
Ref. Number: W96000020086

We have received your document for TROPICAL VETS, L.C. and check(s) totaling \$293.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation"); and the registered agent's signature.

An affidavit is required pursuant to section 608.407(2), Florida Statutes, declaring the following: (1) the limited liability company has at least two members; (2) the actual amount of cash contributions; (3) the agreed value of any property other than cash contributed; and (4) the total amount of cash or property anticipated to be contributed by the members.

Please return 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 (904) 487-6934.

Loria Poole
Corporate Specialist

Letter Number: 796A00043913

**Linda M. Kaplan, P.A.
Attorney at Law**

9200 South Dadeland Blvd., Suite 412
Miami, FL 33156
Telephone:
(305) 670-1700 & (305) 670-7665
Facsimile: (305) 670-1747
October 9, 1996

Secretary of State
Division of Corporations
Attn.: Loris Poole
P.O. Box 6327
Tallahassee, FL 32314

**SUBJECT: TROPICAL VETS, L.C.
REF. NUMBER W96000020086**

Dear Ms. Poole:

In accordance with your letter of 9/24/96, a copy of which is attached, we are enclosing the requested documents:

1. Affidavit of Membership and Contributions
2. Certificate of Designation of Registered Agent/Registered Office.
3. Copy of your letter with Articles of Organization.

We hope that with the above documents may be filed.

Sincerely,



Ellen R. Morales
Secretary to Linda M. Kaplan, Esq.

Enclosures

**ARTICLES OF ORGANIZATION OF
TROPICAL VETS L.C.**

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLE I

NAME

The name of this Limited Liability Company shall be TROPICAL VETS L.C.

ARTICLE II

DURATION

This Limited Liability Company shall exist for a period of Twenty-Nine (29) years commencing on September 15, 1996.

EFFECTIVE DATE
9-15-96

ARTICLE III

PURPOSE

This Limited Liability Company is created for the purpose of transacting the business of operating an Emergency Animal Clinic and such other business as may be agreed by the members.

ARTICLE IV

PLACE OF BUSINESS AND REGISTERED AGENT

The initial principal place of business of this Limited Liability Company shall be 570 NW 103 St., North Miami, FL. 33150 , and such other place or places as the members from time to time may determine.

The initial Registered Agent of the Limited Liability Company shall be Linda M. Kaplan, Esq., 9200 S. Dadeland Blvd., Suite 412, Miami, FL. 33156.

ARTICLE V

CONTRIBUTIONS TO CAPITAL

The initial capital of this Limited Liability Company shall consist of the sum of Five Hundred Dollars (\$500) which will be contributed by members in the following amounts:

NAME	ADDRESS	CAPITAL
1) German Mendez	237 SE 1st Street, Apt. A Dania, Fl. 33004	\$400.00
2) Beatriz Castillo vda. de Mendez	532 - 55 Avenida Cosumel Quintana Roo 77600 MEXICO	\$100.00

No member shall be entitled to receive interest on his contribution to capital.

ARTICLE VI

MANAGEMENT OF BUSINESS

1. MANAGEMENT AND CONTROL IN GENERAL

a) Except as limited by other articles in this document, the Manager(s) shall have full and exclusive power to manage and control the business and affairs of the Company, and the Members shall have no right to act on behalf of or bind the Company. The Manager(s) shall have all the rights, powers and obligations of a manager as provided in the Act and as otherwise provided by law, and any action taken by the Manager(s) shall constitute the act of and serve to bind the company. In dealing with the Manager(s), no person shall be required to inquire into, and all persons are entitled to rely conclusively on, the

authority of the Manager(s) to bind the Company.

b) Notwithstanding the provisions of Paragraph VI-1.a), the Manager(s) shall not (i) confess a judgment against the Company or execute or deliver any assignment for the benefit of creditors of the Company or (ii) sell or assign substantially all the property in bulk, without the written consent of the Members holding a majority of the Membership Interests.

2. NUMBER AND APPOINTMENT OF MANAGER(S)

a) The initial number of Managers of the Company shall be one. The initial Manager shall be German Mendes. Such number may be changed from time to time upon affirmative vote of Members holding 100 percent of the Membership Interests who are present in person or by proxy at a meeting called for such purpose, and a Manager may be removed at a meeting called for such purpose upon the same vote.

b) The Managers shall serve for a one year term or, if later, until their successors shall have been elected. On or about the anniversary date of this Agreement, the Company shall hold a meeting for the appointment of new Managers (who may or may not be one or more of the former Managers).

3. EMPLOYMENT OF OTHERS, INCLUDING AFFILIATES

The Manager(s) shall not be required to devote full time to the affairs of the Company and shall devote such time to Company affairs as they in their sole and unrestricted discretion deem necessary to manage and supervise the operations and business of the Company. Nothing contained in this Agreement shall preclude the employment by the Manager(s), on behalf of and at the expense of the Company, of themselves or any agent or third party to operate and manage

all or any portion of the Property or to provide any service relating to the business, subject to the control of the Manager(s).

The compensation of the Manager(s) shall be established from time to time by the affirmative vote of the Member(s) holding a majority of the Membership Interests who are present in person or by proxy at a meeting called for such purpose.

5. EXPENSES

The Company shall pay all costs and expenses arising from or relating to the organization of the Company, the acquisition of Property and the commencement and continuation of company operations.

6. LIABILITY OF A MANAGER

Each Manager and any Affiliate of a Manager, and their respective officers, shareholders, controlling persons, directors, agents and employees, shall not be liable, responsible or accountable in damages or otherwise to the Company or to any of the Members, their successors or permitted assigns, except by reason of acts or omissions due to gross negligence or willful misconduct. Any action taken in good faith in reliance upon and in accordance with the advice or opinion of counsel shall be conclusively deemed not to constitute gross negligence or willful misconduct.

7. INDEMNIFICATION

The Company shall indemnify, defend and hold harmless any person (the 'Indemnified Party') who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, against losses, damages, claims

or expenses actually and reasonably incurred by it for which such indemnified Party has not otherwise been reimbursed (including reasonable attorneys' fees, judgments, fines and amounts paid in settlement) in connection with such action, suit or proceeding, by reason of any acts, omissions or alleged acts or omissions arising out of the indemnified Party's activities as a Member, or as an officer, shareholder, director, agent or employee of a Member, on behalf of the Company or in furtherance of the interests of the Company, so long as the indemnified Party did not act in a manner constituting gross negligence or willful misconduct. The termination of any action, suit or proceeding by judgment, order, settlement, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the indemnified Party's conduct gross negligence or willful misconduct.

ARTICLE VII

REGULATIONS

At the time of executing these articles of organization, the members of the Limited Liability Company shall adopt regulations containing all provisions for the regulation and management of this company not inconsistent with law or these articles.

The power to alter, amend or repeal these regulations shall be vested in a majority of all the members of this company.

ARTICLE VIII

PROPERTY

Real or personal property originally brought into or transferred to the company, or acquired by the company by purchase or otherwise shall be held and

owned, and conveyance shall be made, in the name of this Limited Liability Company.

ARTICLE IX

MEETING OF MEMBERS

Annual meetings of the members shall be held without call or notice within 60 days after the end of company's fiscal year at the registered office of the company. Special meetings may be called by any member at any time after the giving of thirty (30) days notice to the other members. Attendance at a meeting constitutes a waiver of notice unless the member protests the lack of notice to him. Members may attend in person or by proxy.

Minutes shall be kept of all regular and special meetings.

ARTICLE X

TRANSFERABILITY OF MEMBERS' INTEREST

A member's interest in this Limited Liability Company may be transferred only with the unanimous written consent of all the remaining members if the transferee intends to become a member. Without this consent, the transferee shall not be entitled to become a member or to participate in the management of the company, but shall be entitled only to the share of profits, other compensation or return of contributions to which the transferor otherwise would be entitled.

ARTICLE XI
PROFITS AND LOSSES

The members of this company shall be entitled to the net profits arising from the operation of the company business. Each member shall be entitled to his distributive share of the profits according to this pro rata interest in the company. Losses shall be passed through to each member according to this pro rata interest in the company.

ARTICLE XII
ADMISSION OF NEW MEMBERS

Additional members may be admitted from time to time with the unanimous written consent of the members on such terms and conditions as are set forth by a majority of the members.

ARTICLE XIII
WITHDRAWAL OR RETIREMENT OF MEMBER(S)

In the event any member desires to withdraw or retire from the Limited Liability Company, or becomes disabled so that he is unable to fulfill his obligations to the Limited Liability Company as specified in these articles, the member shall give sixty (60) days' notice of his intention in writing by registered or certified mail to the other members at the last known address of each member. If any member is adjudged incompetent or insane, his guardian shall give notice thereof to each of the other members in the same manner.

ARTICLE XIV

EXPULSION OF MEMBER(S)

a) Grounds for Expulsion. Any member may be expelled from membership in the Limited Liability Company by a majority vote of the other members on the following grounds:

(1) Failure of a member to make, when due, any contribution required to be made under the terms of this agreement, when such failure has continued for a period of thirty (30) days after written notice thereof;

(2) Failure to fulfill any other obligation to the Limited Liability Company as specified in these articles, when such failure has continued for a period of thirty (30) days after written notice thereof;

(3) Adjudication of the member as insane or incompetent;

(4) Disability of the member to the extent that he is unable to fulfill his obligations to the Limited Liability Company as specified in these articles;

(5) The making of an assignment for the benefit of creditors, the filing of a petition under the National Bankruptcy Act or under any similar law or statute of the United States or any state thereof, or the adjudication of the member as a bankrupt or insolvent in proceedings filed against such member under any such act or statutes; or

(6) Any unlawful act causing damage to the Limited Liability.

b) Notice. On the occurrence of any event listed in subparagraph (a) of this article, the defaulting member may be expelled from membership in the Limited Liability Company by a majority vote of the other members upon giving the defaulting member fifteen (15) days' notice of expulsion. The notice shall briefly state the grounds for the expulsion.

ARTICLE XV

DISSOLUTION, WINDING UP, LIQUIDATION

a) **Causes of Dissolution.** This Limited Liability Company shall be dissolved on the occurrence of any of the following events, unless the remaining members unanimously give their written consent to the continuance of the company:

- 1) Termination of the term of existence specified herein, provided it is less than thirty (30) years.
- 2) Withdrawal, retirement or expulsion of a member.
- 3) Death, disability or bankruptcy of a member.
- 4) Unanimous written consent of the members.

b) **Right to Continue Business.** The remaining members of this Limited Liability Company shall have the right to continue the business on the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or occurrence of any other event that terminates the continued membership of a member in the company.

c) **Payment if Limited Liability Company is Continued.** If the remaining members elect to continue the company business under subparagraph (b) of this article, they shall pay to the retiring, withdrawing or expelled member, or to the estate of the deceased, the value of such member's interest, as determined by subparagraph (d) of this article, as of the date of the events enumerated in subparagraph (a). Payment shall be made within three (3) months.

d) **Value of Member's Interest.** The value of a member's interest in the Limited Liability Company shall be computed by (1) adding the totals of a) his capital account, b) his income account, and c) any other amounts owed to him by the company; and (2) subtracting from the sum of the above totals the sum of the total of any amount owed by him to the company.

e) **Winding Up and Liquidation.** On dissolution of the Liability company, if the company business is not continued pursuant to subparagraph (b) of this article, it shall be wound up and liquidated as quickly as circumstances will allow. The assets of the company shall be applied to company liabilities in the following order:

- (1) Amounts owing to creditors other than members.
- (2) Amounts owing to members other than for capital and profits.
- (3) Amounts owing to members in respect to capital.
- (4) Amounts owing to members in respect to profits.

ARTICLE XVI

NOTICE TO MEMBERS

All notices to the members of this Limited Liability Company pursuant to these articles shall be deemed effective when given by personal delivery, courier service or by certified mail, return receipt requested.

ARTICLE XVII

AMENDMENTS

These articles, except with respect to the vested rights of the members, may be amended from time to time by unanimous consent of the members, and the amendments shall be filed, duly signed by all members of the company, with the Florida Department of State.

IN WITNESS WHEREOF, the parties hereto have executed these Articles of
Organization on _____, 1996.

Yehon M. Paes
Robert L. Sney
Becky
[Signature]

[Signature]
GERMAN MENDES

Beatriz Castillo Vda. de Mendes
BEATRIS CASTILLO VDA. DE MENDES

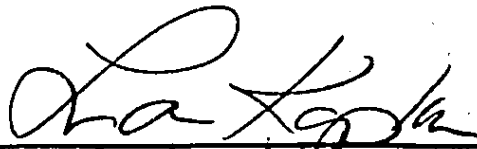
LMK/OTM
MENDES/ARTORG.LLC

AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned member or authorized representative of a member of _____

TROPICAL VETS, L.C. _____ deposes and says:

- 1) the above named limited liability company has at least two members
- 2) the total amount of cash contributed by the member(s) is \$ 500.00
- 3) if any, the agreed value of property other than cash contributed by member(s) is \$ _____
A description of the property is attached and made a part hereto.
- 4) the amount of cash or property anticipated to be contributed by member(s) is \$ _____
- 5) the total amount of 2, 3, and 4 is \$ 500.00



Signature of a member or authorized representative of a member.
(In accordance with section 608.408(3), Florida Statutes, the
execution of this affidavit constitutes an affirmation under the
penalties of perjury that the facts stated herein are true.)

SECRETARY OF STATE
TALLAHASSEE FLORIDA

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**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the limited liability company is:

TROPICAL VETS, L.C.

2. The name and address of the registered agent and office is:

Linda M. Kaplan

(Name)

9200 S. Dadeland Blvd., Suite 412

(P.O. Box or Mail Drop Box **NOT** ACCEPTABLE)

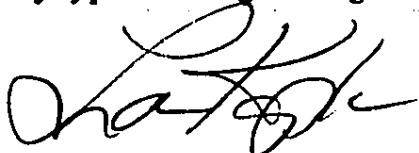
Miami, FL. 33156

(City/State/Zip)

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

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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.



(Signature)

October 9, 1996

(Date)

Filing Fee: \$ 35 for Designation of Registered Agent