

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(850) 224-8500 • 1-800-542-8002 • Fax (850) 222-1222

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Coastal Cardiovascular
Services, L.C.

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W. P. Verifier	

Signature

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Art of Inc. File

LTD Partnership File

Foreign Corp. File

L.C. File

Fictitious Name File

Trade/Service Mark

Merger File

Art. of Amend. File

RA Resignation

Dissolution / Withdrawal

Annual Report / Reinstatement

Cert. Copy

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Certificate of Good Standing

Certificate of Status

Certificate of Fictitious Name

Corp Record Search

Officer Search

Fictitious Search

Fictitious Owner Search

Vehicle Search

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ARTICLES OF ORGANIZATION
OF
COASTAL CARDIOVASCULAR SERVICES, L.C.

These Articles of Organization are effective as of the date of filing with Florida Secretary of State.

SECTION 1. DEFINITIONS; THE COMPANY

1.1 Definitions. Capitalized words and phrases used in this Agreement shall have the meanings set forth in Section 9.17 hereof.

1.2 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement and the Articles of Organization.

1.3 Name. The name of the Company is Coastal Cardiovascular Services, L.C. The name of the Company may be changed upon the written consent of a Majority in Interest of the Members.

1.4 Purpose. The purpose of the Company and the general character of its business is to provide resources for cardiovascular services, medical administration and supervision. The Company may also engage in any other activities approved in writing by all of the Members.

1.5 Intent. It is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as a "partnership" for federal and state income tax purposes. It also is the intent of the Members that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Code. No Member shall take any action inconsistent with the express intent of the parties hereto.

1.6 Office. The registered office of the Company ^{and mailing address} within the State of Florida shall be located at 801 East 6th Street, Suite 309, Panama City, Florida 32401. The registered office may be changed to any other place within the State of Florida upon written consent of a Majority in Interest of the Members.

1.7 Agent of Service of Process. The name and address of the agent for service of legal process on the Company in Florida is Bill R. Hutto, 620 McKenzie Avenue, Panama City, Florida 32401. The Company's agent for service of legal process may be changed at any time by a Majority in Interest of the Members.

1.8 Term. The term of the Company shall commence on the date the Articles of Organization are filed with the Florida Secretary of State and shall continue until the Company is dissolved as set forth in this Agreement.

1.9 Articles of Organization. The Members shall file, as necessary, articles of organization (the "Articles of Organization") with the Florida Secretary of State and shall file any amendments to the Articles of Organization deemed necessary by them to reflect Upon the approval of the Articles of Organization or any amendment thereto by the Members in accordance with this Agreement, any Member (or its designee) shall be authorized to execute and file, as necessary, such instruments with the Florida Secretary of State.

SECTION 2. MEMBERS; CAPITAL CONTRIBUTIONS; LOANS

2.1 Members. The names, addresses and facsimile numbers of the initial Members of the Company are set forth on Exhibit A attached hereto. New Members may be admitted to the Company from time to time upon written approval of the Members.

2.2 Initial Capital Contributions. Upon execution of this Agreement, each Member shall contribute the assets more fully described on Exhibit A attached hereto and shall receive the respective Percentage Interests in the Company set forth on Exhibit A. In addition, each Member shall receive a credit to such Member's Capital Account in the amounts set forth on Exhibit A. The contribution of assets shall be made pursuant to such instruments of assignment or other transfer documentation reasonably acceptable to the Members and their counsel.

2.3 Additional Capital Contributions. Following the contributions set forth in Section 2.2 hereof, no Member shall be obligated to make additional Capital Contributions to the Company except upon the unanimous written agreement of the Members. The Company may borrow money from any Member or third parties in such amounts and pursuant to such reasonable terms and conditions as are determined by the written consent of a Majority in Interest of the Members; provided that if a loan is to be made by a Member, all other Members shall be given an opportunity to lend funds to the Company pursuant to the same terms and conditions offered to and by the Member making the loan, with each member desiring to lend funds being entitled to lend a portion of the total loan equal to that Member's Percentage Interest divided by the Percent Interests of all Members desiring to lend funds to the Company. Each Member shall be given at least ten days notice of the proposed request for loans to the Company by Members and thirty days to finalize any loans to the Company.

2.4 Limitations Pertaining to Capital Contributions.

(a) Return of Capital. Except as otherwise provided in this Agreement, no Member shall withdraw any Capital Contributions or any money or other property from the Company without the written consent of all the Members, which consent may be withheld for any reason or for no reason. Under circumstances requiring

a return of any Capital Contributions, no Member shall have the right to receive property other than cash, unless otherwise specifically agreed in writing by the Members at the time of such distribution.

(b) No Interest or Salary. No Member shall receive any interest, salary or drawing with respect to such Member's Capital Contributions or Capital Account or for services rendered on behalf of the Company or otherwise in such Member's capacity as a Member, except as otherwise expressly provided in this Agreement.

(c) Liability of Members. The Members shall not be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as agreed upon by the Members, and except as otherwise provided by Section 29-651 of the Act or by any other applicable state law, the Members shall be liable only to make their initial Capital Contributions as provided in Section 2.2 hereof. No Member shall have any personal liability for the repayment of the Capital Contributions or loans of any other Member.

(d) No Third Party Rights. Nothing contained in this Agreement is intended or shall be deemed to benefit any creditor of the Company and no creditor of the Company shall be entitled to require any Member to solicit or demand Capital Contributions from any other Member. Without limiting the generality of the foregoing, the provisions of Section 2.2 shall inure solely to the benefit of the Members and shall not be enforceable by any Person other than the Members.

(e) Withdrawal. Except as provided in Section 7 hereof, no Member may withdraw from the Company or terminate such Member's interest therein without the prior written consent of the other Members, which consent may be withheld for any reason or for no reason. The occurrence of any Withdrawal Event with respect to a Member shall be treated as a withdrawal for purposes of this Section. Any Member who withdraws from the Company in breach of this Section 2.4(e):

(i) shall be treated as an assignee of a Member's interest, as provided in the Act;

(ii) shall have no right to participate in the business and affairs of the Company or to exercise any rights of a Member under this Agreement or the Act; and

(iii) shall continue to share in distributions from the Company, on the same basis as if such Member has not withdrawn, provided that any damages to the Company as a result of such withdrawal shall be offset against amounts that would otherwise be distributed to such Member. The right to share in distributions granted under this Section 2.4 (e) shall be in lieu of any right the withdrawn Member may have under Section 29-

707(B) of the Act to receive a distribution or payment of the fair value of such Member's interest in the Company.

SECTION 3. DISTRIBUTIONS

3.1 Distributions of Net Cash Flow. Except as otherwise provided in Section 8 hereof, Net Cash Flow shall be paid or distributed to the Members in proportion to their respective Percentage Interests at such time as is determined by a Majority in Interest of the Members.

SECTION 4. ALLOCATIONS

4.1 Profits and Losses Allocations.

(a) General Allocation Rule. For each taxable year of the Company, after the application of Section 4.1(b) hereof, Profits and/or Losses shall be allocated to the Members in proportion to their respective Percentage Interests in the Company.

(b) Regulatory and Curative Allocations. The allocations set forth in this Section are intended to comply with the requirements of Regulatory Section 1.704-1(b) and to any property contributed to the Company as deemed necessary by the Members to comply with Code Sections 704(c) and any Regulations promulgated thereunder. The Company shall also comply with any requirements of Code Section 706 and 737 and any Regulations promulgated thereunder in making allocations required under this Section. If the Company incurs "nonrecourse deductions" or "partner nonrecourse deduction" or if there is any change in the Company's "minimum gain" or "partner nonrecourse debt minimum gain", all as defined in the Regulations promulgated under Code Section 704(b), the allocation of Profits, Losses and items thereof to the Members shall be modified in a reasonable manner deemed necessary by the Members to comply with such Regulations.

4.2 Capital Accounts. A Capital Account shall be maintained for each Member in accordance with the Regulations under uniform policies established from time to time by the Members, upon the advice of the Company's tax accountants or attorneys.

SECTION 5. MANAGEMENT

5.1 General Management Structure. Except as may otherwise be set forth herein, all decisions and actions concerning the Company and its affairs shall be made by a Majority in Interest of the Members; provided that the Members agree to consult with the Advisory Board created pursuant to Sections 5.2 hereof prior to making any decisions or taking any action that is other than the ordinary course of business of the Company. Each Member shall devote such time and effort as is necessary for the management of the Company and the conduct of its business, but shall not be required to devote such Member's full time efforts to the Company.

5.2 Advisory Board.

(a) Establishment of Advisory Board. The Members agree to establish a board (the "Advisory Board") which shall consult with the advise Members regarding the business operations of the Company and matters related thereto.

(b) Appointment of Representatives. Each Member shall have the right to designate one representative to serve on the Advisory Board. The initial Representatives shall be as set forth on Exhibit B hereto. A Representative may be changed effective upon written notice from the Member who designated him to all other Members. Each Member may appoint one alternate for the Representative appointed by such Member, to serve in place of the initially designated Representative in his absence or inability to serve. The members of the Advisory Board shall select a chairman, a vice-chairman, and a secretary of the Advisory Board, by majority vote of the Representatives. The chairman shall conduct all meetings of the Advisory Board, and shall be responsible for setting the agenda for all such meetings. In the absence of the chairman, the vice-chairman shall assume the responsibilities of the chairman.

(c) Advisory Role. The Advisory Board shall act in advisory role only and shall have no authority to act on behalf of or to bind the Members or the Company on any matter referred to the Advisory Board.

(d) Meetings. At a minimum, the Representatives shall meet at least three times per year, on the third Wednesday of each January, April and October in the office of the Company, unless the Representatives collectively agree that the meeting is unnecessary or that a different schedule or location for the meeting is appropriate. A special meeting of the Representatives may be called by any Member(s) holding at least thirty-three and one-third percent of the total Units. Representatives may bring to any meeting such employees, agents, professionals and advisors they deem necessary or appropriate to assist them at such meeting.

5.3 Communications. The Members shall promptly advise and inform each other of any transactions, notice, event or proposal directly relating to the management and operation of the Company which does or could significantly affect, either adversely or favorably, the Company, its business or its assets.

5.4 Indemnification of Members. The Company, its receiver or its trustee shall defend, indemnify and save harmless the Members and their representatives, officers, and any employees or agents designated by the Members to receive the benefits of this Section (collectively, the "Indemnified Parties") from and against all losses, claims, costs, liabilities and damages incurred by the Indemnified Parties by reason of any act performed or omitted to be performed by them in connection with the business of the Company, including attorneys' fees incurred by the Indemnified Parties in connection with the defense of any action based on any such act or omission; provided, however, that

no Indemnified Party shall be indemnified from any liability from fraud, bad faith, willful misconduct or gross negligence.

5.5 Compensation and Expenses of Members. No Member or any affiliate of a Member shall be entitled to reimbursement of any expenses or to compensation or fees of any nature from the Company with respect to the Company or its operations, business or assets without the prior written approval of a Majority in Interest of the Members, excluding the Member seeking such reimbursement, compensation or fees.

SECTION 6. BOOKS AND RECORDS

6.1 Books and Records. The Company shall maintain and preserve at its office all accounts, books and other relevant Company documents, including, without limitation, a copy of the Articles of Organization initially filed with the Florida Secretary of State, copies of this Agreement, together with any supplements, modifications or amendments hereto, any prior operating agreements no longer in effect, written agreements by a Member to make a Capital Contribution to the Company, copies of the Company's federal, state and local income tax returns, reports and copies of all financial statements, and a list showing the name and last known address of each Member in the Company. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents at the Member's expense. Unless otherwise agreed upon by the Members, Coastal Cardiovascular Services, L.C. shall supervise the preparation of all tax returns, and shall be responsible for maintaining the books and records of the Company, shall supervise the preparation of all tax returns, and shall be the "tax matters partner" within the meaning of the Code.

6.2 Reports. Within twenty business days following the end of each calendar quarter, Coastal Cardiovascular Services, L.C. shall furnish the Members with financial statements consisting of a balance sheet and income statement for the quarter then ended, and, in the case of the report for the last quarter of the year, the same financial statements shall not be due until sixty business days following the end of each calendar year.

SECTION 7. TRANSFER OF COMPANY INTERESTS

7.1 General. Except as specifically authorized in Section 7.2 hereof, no Member shall sell, assign, pledge, hypothecate, encumber or otherwise voluntarily transfer by any means whatever ("Transfer"), either directly or indirectly (by transfer of stock, equity interests or otherwise), all or any portion of such Member's interest in the Company without the written consent of a Majority in Interest of the Members. A transferee of a Member's interest in the Company will be admitted as a Substitute Member only pursuant to Section 7.3 hereof. Any purported Transfer which does not comply with the provisions of this Section shall be void and shall not cause or constitute a dissolution of the Company. This Section 7.1 shall not be construed to prohibit any transfers between or among existing Members of the Company or the direct owners of such Members.

7.2 Assignee of Member's Interest. If, pursuant to a Transfer of Interest in the Company by operation of law and without violation of Section 7.1 hereof, a Person acquires an interest in the Company, but is not admitted as a Substituted Member pursuant to Section 7.3 hereof, such Person

(a) shall be treated as an assignee of a Member's interest, as provided in the Act;

(b) shall have no right to participate in the business and affairs of the Company or to exercise any rights of a Member under this Agreement or the Act; and

(c) shall share in distribution from the Company with respect to the transferred interest, on the same basis as the transferring Member.

7.3 Substituted Members. Except as provided in Section 7.2 hereof, no Person taking or acquiring, by whatever means, the interest of any Members in the Company shall be admitted as a substitute Member in the Company (a "Substitute Member") without the written consent of all Members, and unless such Person

(a) elects to become a Substitute Member by delivering notice of such election to the Company;

(b) executes, acknowledges and delivers to the Company such instruments as the Members may reasonable deem necessary to effect the admission of such Person as a Substitute member, and to reflect the written acceptance and adoption by such Person of the provision of this Agreement; and

(c) pays a transfer fee to the Company in an amount sufficient to cover all reasonable fees and expenses connected with admission of such Person as a Substitute Member.

The Member shall amend this Agreement from time to time to reflect the admission of any Substitute Members. The admission of Substituted Members shall not effect the dissolution of the Company.

7.4 Distributions with Respect to Transferred Interests. If any interest in the Company is transferred during any accounting period in compliance with the provisions of this Section, all distributions on or before the date of a transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee.

SECTION 8. DISSOLUTION AND TERMINATION

8.1 Dissolution. The Company shall dissolve upon the first to occur of any of the following events:

- (a) January 1, 2029;
- (b) the sales of all or substantially all of the Company's property and the collection of the proceeds of such sales;
- (c) the unanimous election by the Members to dissolve the Company;
- (d) upon the entry of a decree of dissolution under Section 29-785 of the Act;

or

(e) upon any other Withdrawal Event, unless the business of the Company is continued by the specific consent of a Majority in Interest of the Member(s) remaining after the Withdrawal Event, which consent must be given within ninety days after such Event.

8.2 Winding up.

(a) Notice of Winding Up. Following the dissolution of the Company, as provided in Section 8.1 hereof, any remaining Member may execute and file a notice of winding up with the Florida Secretary of State.

(b) Effect of Filing. After the dissolution of the Company, the Company shall cease to carry on its business, except insofar as by be necessary for winding up of its business, but the Company's separate existence shall continue until articles of termination have been filed with the Florida Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

(c) Liquidation and Distribution of Assets. Upon the dissolution of the Company, the remaining Members, or court-appointed trustee, if there is no remaining Member, shall take full account of the Company's liabilities and assets, and such assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. During the period of liquidation, the business and affairs of the Company shall continue to be governed by the provisions of this Agreement, with the management of the Company continuing as provided in Section 5 hereof. The proceeds from liquidation of the Company's property, to the extent sufficient thereof, shall be applied to distributed in the following order:

(i) To the payment and discharge of all the Company's debts and liabilities, including those members who are creditors, to the extent permitted by law, including the establishment of any necessary reserves;

(ii) To the Members in satisfaction of any loans from Members which have not been satisfied pursuant to Section 8.2(c)(i); and

(iii) To the Members in accordance with the provisions of Section 3.

8.3 Rights of Members. Except as otherwise provided in this Agreement, the Members shall look solely to the assets of the Company for the return of their Capital Contributions and shall have no right or power to demand or receive property other than cash from the Company.

8.4 Articles of Termination. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed to the Members, articles of termination shall be executed and filed by the Members with Florida Secretary of State.

SECTION 9. MISCELLANEOUS

9.1 Notices. Any notice, payment demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person or to an officer of the Person to whom the same is directed, or sent by facsimile transmission, or by registered or certified mail, return receipt requested, addressed as follows: if to the Company, to the Company at the address set forth in Section 1.6 hereof, or to such other address as the Company may from time to time specify by notice to the Members in accordance with this Section, or, if to a Member, to such Member at the address or facsimile number for such Member may from time to time specify by notice to the Company in accordance with this Section. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date so delivered, if delivered personally or if sent by facsimile transmission, or three days following the date on which the same was deposited in a regularly maintained receptacle for the deposit of the United States mail, if sent by registered or certified mail, postage and charges prepaid.

9.2 Binding Effects. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors, transferees and assigns; provided that this Section shall be deemed (a) to authorize any Transfer not otherwise permitted under this Agreement, (b) to confer upon the assignee of a Member's interest any rights not specifically granted under this Agreement, or (c) to supersede or modify in any manner any provision of Section hereof.

9.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member.

9.4 Time. Time is of the essence to this Agreement.

9.5 Headings. The headings in this Agreement have been inserted for convenience only and shall not affect the meaning or interpretation of any provision in this Agreement.

9.6 Severability. If, for any reason, any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, unenforceable, illegal or inoperable, its invalidity shall not affect the validity and effect of the other provisions hereof.

9.7 Additional Documents. Each Member, upon the request of any other Member, agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary, appropriate or desirable to carry out the provision of this Agreement.

9.8 Gender and Number. All words used in any gender in this Agreement shall extend to and include all gender. All reference to the singular shall include the plural and vice versa, as the case may require.

9.9 Governing Law. This Agreement is made and is intended to be performed in the State of Florida and it shall in all respects be governed by and construed in accordance with the laws of that state without regard to its conflict of law principles.

9.10 Attorneys Fees: Arbitration. If any litigation arises in connection with this Agreement, any prevailing party to such litigation shall be reimbursed by the other party or parties for all costs and expenses of such litigation, including reasonable attorney's fees to be fixed by the court, and the amount of such costs and expenses shall be added to the amount of such judgement. Notwithstanding the foregoing, any dispute with respect to this Agreement shall be arbitration to be conducted in Panama City, Florida in accordance with the rules of the American Arbitration Association then obtaining. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All costs, attorney and other professional fees and expenses relating to the arbitration shall be allocated among the parties in accordance with the determination made by the arbitrator.

9.11 Waiver of Action for Partition. Each of the Members irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Company's property.

9.12 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

9.13 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions which any Member may take and all determinations which any Member may take pursuant to this Agreement may be taken and made at the sole and absolute discretion of such Member.

9.14 Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes any and all previous oral or written agreements, communications and obligations regarding the transactions contemplated hereby.

9.15 Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

9.16 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to this Agreement.

9.17 Glossary. For purposes of this Agreement, the following terms shall have the meanings specified in this Section:

"Act" means the Florida Limited Liability Company Act, as set forth in Florida Statutes Chapter 608, as amended from time to time (or any corresponding provisions of succeeding law).

"Agreement" means this Operating Agreement, as amended from time to time. Words such as "herein", "hereinafter", "hereof", and "hereunder", refer to this Agreement as a whole, unless the context otherwise requires.

"Articles of Organization" has the meaning given that term in Section 1.0 hereof.

"Capital Account" means the capital account maintained for each Member in accordance with Section 4.2 hereof.

"Capital Contribution" means, with respect to any Member, the amount of money and the net fair market value of property (other than money) contributed to the Company by such Member, including the initial Capital Contributions described in Section 2.2 hereof.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

"Company" means the limited liability company formed pursuant to this Agreement and any limited liability company continuing the business of this Company in the even of dissolution as herein provided.

"Majority in Interest of the Members" means the number of Members that hold in the aggregate Percentage Interests totaling at least fifty-one percent. If any proposed action for which approval of a Majority in Interest of the Members is required relates specifically to the ownership interest of one Member or another, as opposed to all members as a group, such interested Member's Percentage Interest shall be excluded from the total Percentage Interests of the Members for purposes of determining if approval of a Majority in Interest has been obtained.

"Member" means any Person identified as a Member on the signature page of this Agreement. If any Person is admitted as a Substituted Member pursuant to the terms of this Agreement, "Member" shall be deemed to refer to such Persons. In addition, if any Person is admitted as a new Member of the Company, "Member" shall be deemed to refer also to such a Person. "Member" refers collectively to all Persons who are designated as a "Member" pursuant to this definition.

"Net Cash Flow" means the gross cash proceeds of the Company from all sources less the portion thereof used to pay or establish reasonable reserves for all Company expenses, debt payments, capital improvements, replacements, and contingencies, as reasonable determined by a Majority in Interest of the Members.

"Percentage Interests" shall mean the relative ownership interests of the Members.

"Person" means any individual, partnership, corporation, trust or other entity.

"Profits" and "Losses" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Substitute Member" has the meaning given that term in Section 7.3 hereof.

"Transfer" has the meaning given that term in Section 7.1 hereof.

"Withdrawal Event" means those events and circumstances listed in Section 29-733 of the Act.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

MEMBERS:

Coastal Cardiovascular Surgeons, P.A.

By: John M. Kessinger
John Kessinger, M.D.

TSA HealthCare Management, Inc.

By: Tim Smith
Tim Smith

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Exhibit A**Coastal Cardiovascular Services, L.C.****Names, Addresses and Interests of Members**

<u>Members</u>	<u>Percentage Interest</u>	<u>Capital Account</u>	<u>Assets Description</u>
Coastal Cardiovascular Surgeons, P.A. 801 East 6 th Street, Suite 309 Panama City, Florida 32401	75%	\$ 750	Cash
T. Smith & Associates, Inc. 433 Park Point Dr, Suite 225 Golden, Colorado 80401	25%	\$ 250	Cash

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Exhibit B**Advisory Board**

John Kessinger, M.D.
Reed Finney, M.D.
Tim Smith

Officers

John Kessinger, M.D.
Reed Finney, M.D.
Tim Smith

Chairman
Vice President
Secretary

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AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

STATE OF FLORIDA

COUNTY OF BAY

The undersigned member and authorized representative of all members of Coastal Cardiovascular Services, 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 members is \$1,000.00.


3. No other property other than cash has been contributed by members.

4. Additional cash or property is not anticipated to be contributed by members.

5. The total amount of contributions is \$1,000.00.

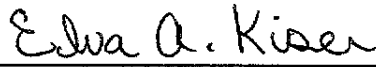
DATED this 25 day of March, 1999.

COASTAL CARDIOVASCULAR SURGEONS,
P.A., as a Member of Coastal
Cardiovascular Services, L.C.


John Kessinger, M.D.,
President

SWORN TO AND SUBSCRIBED before me this 25th day of March, 1999 by John Kessinger, M.D., as President of Coastal Cardiovascular Surgeons, P.A.




Elva A. Kiser
Sign and print notary name

Personally known ☒
or Produced Identification _____
Type of ID _____

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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 Coastal Cardiovascular Services, L.C.

2. The name and address of the registered agent is Bill R. Hutto, 620 McKenzie Avenue, Panama City, Florida 32401.

3. The address of the registered office is 801 E. 6th Street, Suite 309, Panama City, Florida.

DATED this 25th day of March, 1999.

COASTAL CARDIOVASCULAR SURGEONS,
P.A., as a Member of Coastal
Cardiovascular Services, L.C.


John Kessinger, M.D.,
President

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 Certification, 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.

DATED this 26th day of March, 1999.


Bill R. Hutto

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