

RALPH ALBRECHT, Jr.

2913 CORAL SHORES DRIVE

FT. LAUDERDALE, FLA 33306

Phone (954) 565-7459

Fax (954) 565-7325

L990000003278

May 25, 1999

**Registration Section
Division of Corporations
Post Office Box 6327
Tallahassee, FL 32314**

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******293.75 ****293.75**

To whom it may concern,

Please find attached a check in the amount of \$293.75. Said check is for the formation of M.D. Science Lab, L.L.C. and is broken down as follows: \$250 for filing fee for Articles of Organization and Affidavit; \$35 for designation of Registered Agent and \$8.75 for Certificate of Status.

Enclosed also is the Operation and Participation Agreement and Articles of Organization for M.D. Science Lab, L.L.C.. Thank you for your help in expediting this L.L.C..

Sincerely,

Ralph W. Albrecht, Jr.

Ralph W. Albrecht, Jr.

Ralph Albrecht Jr. GAVE
AUTHORIZATION BY PHONE TO
CORRECT *Mailing Address + Article VI*
DATE *6-8-99* *suffix*
DOC. EXAM *MBH*

Name	Availability
Document	Examiner
Updater	
Updater	Verifier
Acknowledgement	
W. P. Verifier	

**FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 JUN -3 PM 1:37**

ARTICLES OF ORGANIZATION

OF

M.D. SCIENCE LAB

"A Limited-Liability Company"

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 JUN -3 PM 1:37

We, the undersigned, having associated ourselves together for the purpose of forming a Limited-Liability Company under the Limited-Liability Company Laws of the State of Florida, do hereby certify:

I

The name of the Limited-Liability Company is M.D. SCIENCE LAB, L.L.C.

II

The principal office or place of business of this Limited-Liability Company is 2913 Coral Shores Drive, Ft. Lauderdale, Florida 33306. This Limited-Liability Company may have other offices at such other places, as the MEMBERS shall designate and as the business of the Limited-Liability Company may require. The mailing address shall be the same.

III

The Limited-Liability Company shall commence on the date of filing with the Secretary Of State and shall continue for Thirty (30) years from the date thereof.

IV

The purpose for which the Company is organized is to promote, arrange and/or conduct financial transactions; to fund and operate business interests for a profit; and, to act as agent or representative for business interests and/or Real and personal property acquired by purchase or a contractual relationship. The Company may do all things necessary, in the MEMBER'S opinions, and not prohibited by this Agreement or any law, to accomplish their purpose.

V

The MEMBERS of this Limited-Liability Company may admit additional MEMBERS. The terms and conditions of admission are:

1. Any MEMBER may assign part or all of their Company interest to one or more other MEMBERS without the consent of any MEMBER not a party to such transaction;
2. Any MEMBER may assign part or all of their Company interest to any person not a MEMBER provided they first obtain the consent of the remaining MEMBERS; or a special provision is adopted by the MEMBERS.
3. Additional persons may be admitted to membership in this Limited-Liability Company at any time upon their acceptance of the terms of this agreement and upon the written consent of all the MEMBERS.

The MEMBERS herein will stipulate to divide the income and profits of this Limited-Liability Company according to its Operating Agreement.

VI

The remaining MEMBERS of the Company have the right to continue the business on the death, retirement, resignation, expulsion, bankruptcy or dissolution of the MEMBER, or any other event, which terminates the continued membership of a MEMBER of the Company. The terms and conditions of dissolution are:

1. The Company shall be dissolved only upon the occurrence of any of the following events;
 - a. A written agreement to dissolve the Company by MEMBERS owning a majority of the then outstanding Company interests;
 - b. The bankruptcy or dissolution (except by way of merger consolidation or corporate organization or reorganization) or death, insanity, retirement of a MEMBER, provided that in such event, the MEMBERS owning more than 50% of the then outstanding interests may decide to continue the business, proceeding as set forth in Section VII (5);

- c. The Thirty (30) year statutory life of the Company has expired; or
 - d. The entry of a dissolution decree or judicial order by a Court of competent jurisdiction or by operation of law.
2. Upon Dissolution and Final Termination, the MEMBERS shall immediately "wind-up" the affairs of the Company, and shall distribute to the MEMBERS or sell all Company assets as promptly as is consistent with obtaining to the extent possible, the full fair value. The proceeds from liquidation of Company assets shall be applied in the following order:
- a. Payment of all liabilities, including all costs of dissolution, subject to the right of the Company to set up cash reserves to meet any unsatisfied liabilities or obligations of the company;
 - b. Payment to MEMBERS for unpaid compensation for services and reimbursement for expenses or liabilities incurred for the Company;
 - c. Payment to MEMBERS for the credit balances in their drawing accounts;
 - d. Payments to MEMBERS of credit balances in their capital accounts; and
 - e. Distribution of all remaining assets and funds ratably to the MEMBERS.
3. Upon Voluntary Dissolution, the MEMBERS shall continue to share profits and losses during the period of liquidation in the same proportions as before dissolution.
4. Any gain or loss on disposition of Company properties in liquidation shall; be credited or charged, respectively, to the MEMBERS in proportion to their interest in profits or losses. All properties distributed to MEMBERS in kind shall be treated as though the properties were sold at fair market value and the proceeds distributed. Any differences between the value of property distributed in kind and the respective basis on the Company books shall be treated as a gain or loss on sale of property and shall be credited or charged to the MEMBERS in proportion to their interest in profits and losses.

5. A MEMBER desiring to withdraw or resign from the Company, or the personal representative of a MEMBER, who has become insane or died, may:

- a. Make a written offer to sell the withdrawing MEMBER'S interest in the Company to any other MEMBER, specifying in detail the price he expects to receive and the terms of payment. The MEMBER receiving the offer shall respond in writing within twenty (20) days after receipt of the offer;
- b. Make a written offer to sell the withdrawing MEMBER'S interest back to the Company for a price equal to the net credit balance in the respective capital and drawing accounts. Upon acceptance of such offer, the Company may pay the agreed price 20% down and 20% per calendar quarter, including interest at the then commercial bank prime rate, until the entire amount is paid; or
- c. Sell the withdrawing MEMBER'S interest to another person not then a MEMBER in the Company, but only after having first offered to the other MEMBERS in the Company as follows:
 - (i) Written notice shall be given to each remaining MEMBER of the offer to sell the withdrawing MEMBER'S interest, including a copy of the written offer of a prospective purchaser to buy the interest. This offer shall be complete in all details of purchase price and terms of payment. The MEMBER selling the interest shall certify that the offer is genuine and in all respects what it purports to be.
 - (ii) The remaining MEMBERS shall have twenty (20) days, during which period, one or more of the remaining MEMBERS may choose to buy any part or all of the offered interest at a price and terms proportioned to the price and terms contained in the offer.

If the individual MEMBERS do not exercise the option to buy the offered interest, the person selling the interest shall be free to sell whatever portion remains to the prospective purchaser for the price, and on the terms contained in the certified offer.

VII

The initial Registered Agent for M.D. Science Lab, L.L.C. is: Ralph Albrecht, Jr. and Registered Office address is 2913 Coral Shores Drive, Ft. Lauderdale, FL 33306.

VIII

The total cash contributions of the Members is \$100.00 as follows: Richard R. Powell, \$50.00 for 50% ownership and Ralph W. Albrecht, Jr., \$50.00 for 50% ownership. There are no other contributions to the company.

IX

The MEMBERS and Managers of the Company are not liable under a judgment, decree or order of a court, or in any other manner, for any debt, obligation or liability of the Company.

X

The day-to-day business of the Company shall be conducted by managers elected by the members. The approval of any two (2) of the MEMBERS shall be required to incur any debt, obligation, or liability on the part of the Company. The name and address of the initial co-managers is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Richard R. Powell	13014 North Dale Mabry, Suite 319 Tampa, FL 33618
Ralph Albrecht	2913 Coral Shores Drive Ft. Lauderdale, FL 33306

The number of managers of the Company may from time to time be increased or decreased as determined by the holders of Fifty One (51%) per cent of the membership units as defined in the Operating Agreement.

Only the managers may act on behalf of the Company.

The MEMBERS may hire a Manager under separate contract, the terms, conditions, duties and compensation for said Manager are to be mutually agreed to by all MEMBERS at the time such Manager is appointed by the MEMBERS. The Manager may be appointed specifically by the then MEMBERS or may be appointed by a person other than a MEMBER who is authorized to hire for that position as determined by the MEMBERS.

M.D. SCIENCE LAB
"A Limited Liability Company"

MEMBER



Richard R. Powell, Member & Co-Managing Member
50% ownership of M.D. Science Lab, L.L.C.

Dated this 28TH day of MAY, 1999

M.D. SCIENCE LAB
"A Limited Liability Company"

MEMBER



Ralph Albrecht, Jr., Member & Co-Managing Member
50% ownership of M.D. Science Lab, L.L.C.

Dated this 25 day of MAY, 1999

ADDRESS

13014 North Dale Mabry,
Suite 319
Tampa, FL 33618

ADDRESS

2913 Coral Shores Drive
Ft. Lauderdale, FL 33306

**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 TO DESIGNATE A REGISTERED OFFICE AND
REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the limited liability company is: M.D. SCIENCE LAB, LLC

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

RALPH W. ALBRECHT, JR.
NAME

2913 CORAL SHORES DR.
Florida street address (P. O. Box NOT ACCEPTABLE)

FT. LAUDERDALE FL 33306
CITY, STATE AND ZIP

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.

Ralph W. Albrecht Jr.
SIGNATURE

Filing Fee: \$ 35 for Designation of Registered Agent

ARTICLE VI - Members Rights to Continue Business:

The right, if given, of the remaining members of the limited liability company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the limited liability company shall be:

ARTICLE VII - Affidavit of Membership and Contributions

The undersigned member or authorized representative of a member of M.D. SCIENCE
LAB, L.L.C. certifies:

- 1) the above named limited liability company has at least one member;
- 2) the total amount of cash contributed by the member(s) is \$ 100⁰⁰ ;
- 3) if any, the agreed value of property other than cash contributed by member(s) is \$ 0 ;
(A description of the property is attached and made a part hereto.); and
- 4) the total amount of cash and property contributed and anticipated to be contributed by member(s) is \$ 100⁰⁰ .

Ralph W. Albrecht, Jr.

Signature of a member or an 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.)

RALPH W. ALBRECHT, JR.

Typed or printed name of signee

Filing Fee: \$250.00 for Articles and Affidavit