

**COMPANY AGREEMENT OF
ELITE MEDICAL TRANSPORT OF TEXAS, LLC**

DATE OF AGREEMENT; PARTIES

This Company Agreement ("*Agreement*"), dated as of April 2, 2007, is among the following parties:

1. ELITE MEDICAL MANAGEMENT, LLC (the "*member*"), a limited liability company formed and existing under the laws of the State of Nevada, with its principal place of business at P.O. Box 37, Santa Teresa, New Mexico 88008; and

2. ELITE MEDICAL TRANSPORT OF TEXAS, LLC (the "*LLC*"), a limited liability company formed and existing under the laws of the State of Texas, with its principal place of business at 702 E. Paisano Dr., El Paso, Texas 79902.

BACKGROUND

On April 2, 2007, the member caused the LLC's Certificate of Formation for a Limited Liability Company (the "*Certificate*") to be filed with the Secretary of State of the State of Texas, and on that date the LLC was formed as a limited liability company under the Act.

This Agreement confirms the agreement between the member and the LLC concerning the LLC's business and internal affairs, including its tax affairs, and concerning the rights and duties of the parties.

TERMS AND CONDITIONS

Intending to be legally bound, the parties agree as follows:

ARTICLE 1. PRELIMINARY PROVISIONS

1.1 **Effective Date of Agreement.** The effective date of this Agreement (the "*Effective Date*") shall be April 2, 2007.

1.2 **LLC's Name, Purpose, Etc.** The LLC's name, purpose, registered agent, registered office, duration and form of management shall be as set forth in the Certificate.

1.3 **Principal Place of Business of LLC.** The LLC's principal place of business shall be as set forth above. The member may change the LLC's principal place of business from time to time in the member's sole discretion.

1.4 **Management of LLC.**

(a) **Reservation of LLC Management to Managers.** The management of the LLC shall be reserved to two managers (the "*officers*"), whose titles shall be, respectively, president and vice president.

(b) **Responsibilities, Compensation, Etc., of Managers.** Except as otherwise set forth in this Agreement, the responsibilities, compensation, and fiduciary duties of the managers are set forth in Article 4.

1.5 Limited Liability of Member and Managers. The member and the managers shall have no personal liability to any third party for any debt, obligation or liability of the LLC solely by reason of being a member or managers. They shall be liable for their personal conduct as provided by law.

1.6 Amendment of Agreement if LLC Has Multiple Members. If, at any time, the LLC has two or more members, the members shall, with reasonable promptness, make all amendments to this Agreement that are necessary to reflect their agreement as members of a multi-member LLC, including amendments concerning the allocation of the LLC's profits and losses, the allocation of LLC management rights, and other appropriate matters. In the absence of these amendments, the LLC shall be governed by the default provisions of the LLC Act applicable to multi-member LLCs.

1.7 Taxation of LLC. For federal tax purposes, the LLC shall be a disregarded entity within the meaning of Treasury Regulation Section 301.7701-2(c)(2)(i), and its income, losses and other tax items shall be deemed to be those of the member. However, for legal and financial purposes, the assets and financial items of the LLC shall be deemed to be solely those of the LLC.

The LLC shall be taxable under the laws of Texas as provided by those laws and by the regulations thereunder.

1.8 Annual Accounting Period of LLC. The LLC's annual accounting period for financial and tax purposes shall be the calendar year.

1.9 LLC Method of Accounting. The LLC shall use the accrual method of accounting to compute its taxable income.

1.10 Effect of LLC Act. Except as otherwise provided in this Agreement or by law, the business and internal affairs of the LLC shall be governed by the LLC Act as in effect on the Effective Date.

1.11 Relation of Agreement to Certificate. If there is any conflict between the provisions of this Agreement and those of the Certificate, the provisions of this Agreement shall prevail.

ARTICLE 2. MEMBER'S CONTRIBUTION TO THE LLC

2.1 The Member's Contribution. The member's contribution of cash and non-cash property to the LLC in exchange for its membership shall be as set forth in the attached Exhibit A.

2.2 No Duty to Make Additional Contribution. The member shall have no duty to make any contribution to the LLC except as provided in Section 2.1 of this Agreement, and no cash or non-cash property of any person shall be deemed to be a contribution to the LLC unless specifically recorded as such in the LLC's records.

ARTICLE 3. ALLOCATIONS AND DISTRIBUTIONS OF LLC PROFITS AND LOSSES

3.1 Allocations of Profits and Losses and Allocations of Distributions. Only the member shall be entitled to allocations of LLC profits and losses and to distributions of LLC profits and other assets.

3.2 Decisions Concerning Allocations, Etc. It shall be within the sole and exclusive discretion of the member to decide:

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- (a) Whether to make distributions of profits and other assets to the member; and
- (b) When and in what amounts to make these distributions.

However, the LLC shall make no distribution to the member to the extent that the distribution would be a wrongful or unlawful distribution under the LLC Act.

ARTICLE 4. LLC MANAGEMENT

4.1 **Decision-Making, Etc.** The officers shall have the exclusive right to make decisions relating to the day-to-day business and internal affairs of the LLC and to conduct the LLC's day-to-day business.

4.2 **Signing of Contracts, Etc.** The officers shall have the exclusive right, power and authority to sign contracts on behalf of the LLC and otherwise to bind the LLC with third parties.

4.3 **Manager Compensation.** The LLC shall reasonably compensate the managers for their services to the LLC under this Agreement.

4.4 **Fiduciary Duties and Liabilities of Managers.** In performing their management duties under this Agreement, the managers shall avoid gross negligence and willful misconduct.

ARTICLE 5. TRANSFERS AND PLEDGES OF MEMBERSHIP RIGHTS

5.1 **DEFINITIONS.** For purposes of this Agreement:

(a) **Limited Liability Company Interest.** The term "*limited liability company interest*" shall mean the right of the member to receive allocations of LLC profits and losses and distributions of LLC profits and other assets.

(b) **Membership Rights.** The term "*membership rights*" shall mean the totality of the member's rights as a member, including the member's limited liability company interest.

5.2 **TRANSFERS OF MEMBERSHIP RIGHTS - IN GENERAL.** The member may transfer (whether by sale, gift or otherwise) all or any part of its membership rights, including economic and non-economic rights, to any person at any time. The member may make any such transfer under any terms and conditions that it deems appropriate.

5.3 **ADMISSION OF ADDITIONAL MEMBERS.** Whether additional members shall be admitted as members of the LLC shall be in the sole discretion of the member.

5.4 **PLEDGES.** The member shall have exclusive and absolute discretion to pledge all or any part of its membership rights to any person at any time as collateral for any debt of the member. The member may make any such pledge under any terms and conditions that it deems appropriate.

ARTICLE 6. DISSOCIATION OF THE MEMBER

Except as otherwise provided in Section 5.2, the member shall cease to be a member of the LLC only upon ceasing its existence as a legal person and shall not cease to be a member for any other reason, including:

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- (a) The member's bankruptcy; or
- (b) The member's assigning of its entire LLC interest to another person.

ARTICLE 7. LLC BOOKS OF ACCOUNTS, REPORTS, ETC.

The LLC shall maintain on a current basis accurate books of account in accordance with financial standards normally applicable to business organizations generally similar to the LLC in size and business activities.

ARTICLE 8. DISSOLUTION, ETC.

8.1 DEFINITION OF DISSOLUTION, WINDING UP AND LIQUIDATION. For purposes of this Agreement:

- (a) **Dissolution.** The dissolution of the LLC shall mean the cessation of its normal business activities and the beginning of the process of winding it up and liquidating it.
- (b) **Winding Up.** The winding up of the LLC shall mean the process of concluding its existing business activities and internal affairs and preparing for its liquidation.
- (c) **Liquidation.** The liquidation of the LLC shall mean the sale or other disposition of its assets and the distribution of its assets (or the distribution of the proceeds of the sale or other disposition of its assets) to its creditors and to the members.

8.2 DISSOLUTION, ETC., OF LLC. Subject to any applicable provisions of the LLC Act, the member may dissolve, wind up and liquidate the LLC and terminate its legal existence at any time and upon any terms that it may determine.

ARTICLE 9. TERM AND TERMINATION

The term of this Agreement shall begin on the Effective Date and shall end upon the earlier of:

- (a) The date on which the LLC ceases to exist under this Agreement or under other applicable law; and
- (b) The date on which the member determines to terminate the Agreement.

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 ENTIRE AGREEMENT. This Agreement contains the complete agreement between the parties concerning its subject matter, and it replaces all earlier agreements between them, whether written or oral, concerning its subject matter.

10.2 AMENDMENTS. No amendment of this Agreement or of the Certificate shall be valid unless it is set forth in a writing signed by the parties.

10.3 NOTICES. All notices under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the parties at their respective addresses as stated in Exhibit B. Either party may change the party's address for purposes of this Section 10.3 at any

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time upon reasonable notice to the other party. Notices shall be deemed to have been received when actually received.

10.4 GOVERNING LAW. This Agreement shall be governed exclusively by the laws of the State of Texas (exclusive of its laws relating to conflicts of law).

10.5 CAPTIONS. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing its provisions.

10.6 INCORPORATION OF CERTIFICATE AND EXHIBITS. The Certificate and all exhibits referred to in this Agreement are hereby incorporated into the Agreement and made integral parts of it.

10.7 DEFINITION OF "ACT," "INCLUDING," "PERSON," ETC. As used in this Agreement:

(a) "*Act*" shall mean the Texas Business Organizations Code of the State of Texas, as amended, or, from and after the date any successor statute becomes, by its terms, applicable to the Company, such successor statute, in each case as amended at such time by amendments that are, at that time, applicable to the Company. All references to sections of the Business Organizations Code include any corresponding provision or provisions of any such successor statute.

(b) "*Including*" and similar terms shall denote a partial definition.

(c) "*Person*" shall mean a natural person and any kind of entity.

(SIGNATURES OF FOLLOWING PAGE)

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**UNANIMOUS CONSENT OF THE SOLE MEMBER AND MANAGERS
IN LIEU OF AN ORGANIZATIONAL MEETING
OF
ELITE MEDICAL TRANSPORT OF TEXAS, LLC**

The undersigned, being the sole member and all the managers of **ELITE MEDICAL TRANSPORT OF TEXAS, LLC**, a Texas limited liability company (the "Company"), do hereby adopt the following resolutions as an organizational meeting of **ELITE MEDICAL TRANSPORT OF TEXAS, LLC**:

ADOPTION OF ARTICLES

RESOLVED, that the Certificate of Formation of the Company, which was filed in the office of the Secretary of State of Texas on April 2, 2007, is hereby adopted and approved.

ADOPTION OF COMPANY AGREEMENT

FURTHER RESOLVED, that the Company Agreement attached hereto is hereby approved and adopted as the Company Agreement of the Company, and it shall be submitted to the sole member of the Company for execution.

ESTABLISHMENT OF FISCAL YEAR END

FURTHER RESOLVED, that the Company's fiscal year shall end on December 31 of each year.

ADMISSION OF MEMBERS

FURTHER RESOLVED, that each person or entity ("Person") who is named as a member on Exhibit A to the Company Agreement shall be admitted as a member of the Company upon (a) the execution by such Person (and delivery to the Company) of a counterpart of the Company Agreement, and (b) the making by such Person of the initial capital contribution to the Company described for such Person under the Company Agreement; upon admission as a member, such Person shall have the Sharing Ratio and Commitment described for such Person on Exhibit A to the Company Agreement.

RESOLVED FURTHER, that the contributions to capital by the Member are hereby accepted by the Company as a capital contribution and shall be credited to each Member's capital account as applicable based on the contribution by such Member.

ESTABLISHMENT OF BANK ACCOUNT

FURTHER RESOLVED, that any manager of the Company is authorized to open and maintain bank accounts for the Company at any federally insured financial institution, and that the resolutions with respect to such accounts and authority to borrow on printed forms supplied by such banks and attached to this Consent are adopted as if fully set forth herein.

ELECTION OF MANAGERS

The Company will be managed by a Board of Managers. The following persons are hereby designated as Managers of the Company to serve as such until the next annual meeting of the Member:

**LEE KING
MARIO PADILLA**

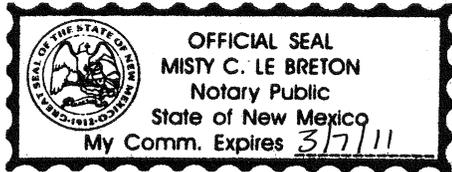
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LEE KING

MARIO PADILLA

BEING ALL THE MANAGERS



Misty C LeBreton
4/2/07

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DELIA BRIONES
El Paso County Clerk
105 County Courthouse
El Paso, Texas 79901-2496
(915) 546-2071

07-02315

Delia Briones
COUNTY CLERK
EL PASO COUNTY TEXAS

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ASSUMED NAME RECORDS

CERTIFICATE OF OWNERSHIP FOR INCORPORATED BUSINESS OR PROFESSION

"CERTIFICATE OF OWNERSHIP" are Valid only for a Period Not to Exceed 10 Years from Date Filed in the COUNTY CLERK'S OFFICE
(Chapter 36, Sect. 1, Title 4 - Business and Commerce Code)

(This Certificate properly executed is to be filed immediately with the County Clerk)
NAME IN WHICH BUSINESS IS OR WILL BE CONDUCTED

BUSINESS NAME (Print or type): ELITE MEDICAL Transport
ADDRESS: 702 E Paso
CITY: El Paso STATE: Texas ZIP CODE: 79901

- The name of the incorporated business or profession as stated in its Articles of Incorporation of comparable document is: Elite Medical Transport of Texas, LLC
- The State, County or other Jurisdiction under the laws of which it was incorporated is: Texas, and the address of its registered or similar office in the Jurisdiction is: 800 796170
- The period, not to exceed ten years, during which this assumed name will be used is: 10 years
- The corporation is a (circle one) business corporation, non-profit corporation, professional corporation, professional association or other type of corporation (specify) _____
- If the corporation is required to maintain a registered office in Texas, the address of the registered office is: _____ and the name of the registered agent at such address is: _____
The address of the principle office (if not the same as the registered office) is: _____
- If the corporation is not required to or does not maintain a registered office in Texas, the office address in Texas is: _____ and if the corporation is not incorporated, organized, or associated under the laws of Texas, the address is of its place of business in Texas is: _____ and the office address elsewhere is: _____
- The county or counties where business of professional services are being or are to be conducted or rendered under such assumed names are (if applicable, use the designation "all" or "all except _____").
- If this instrument is executed by the attorney-in-fact, the attorney-in-fact hereby states that he has been duly authorized, in writing, by his principal to execute and acknowledge this instrument.

Signature of Officer, Representative or Attorney-in-Fact of the Corporation

THE STATE OF TEXAS
COUNTY OF EL PASO

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Christopher Douglas Wilson known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he signed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on APR 12 2007, 20__.



DELIA BRIONES
County Clerk of El Paso County, Texas
By Christopher A. Richard Deputy
Notary Public in and for El Paso County, Texas

Elite Medical Transport

Proposed Rates for the City of El Paso

BLS I	\$275.00	
BLS II	\$375.00	
ALS I	\$450.00	
ALS II	\$620.00	
SCT I	\$750.00	
SCT II	\$850.00	
Mileage	\$11.00	
Stand by Rate	\$105.00	First Hour
	\$90.00	Each Additional Hour

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