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**FLORIDA LIMITED LIABILITY CO.
Personalized Psychiatry, LLC**

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H11000163368 3

EFFECTIVE DATE
6/20/2011**ARTICLES OF ORGANIZATION
OF
PERSONALIZED PSYCHIATRY, LLC**FILED
11 JUN 20 AM 9:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, under the provisions of Chapter 608 of the Florida Statutes (the "Act"), for the purpose of forming a limited liability company under the laws of the State of Florida, do(es) hereby provide and set forth the following:

Articles

1. **Name.** The name of the limited liability company is Personalized Psychiatry, LLC (hereinafter referred to as the "Company").
 2. **Commencement and Duration.** The Company shall commence on the date of execution of these Articles of Organization by the undersigned. Unless earlier terminated under the Act or pursuant to the Operating Agreement, the period of duration of the Company shall be perpetual.
 3. **Purpose.** The purpose for which the Company is organized is to engage in any and all business and activities permitted by the Act and any other applicable laws of the State of Florida. The Company shall have all of the powers vested in a limited liability company organized and existing by virtue of such laws.
 4. **Mailing Address and Principal Office.** The initial mailing address for the Company is 13902 N. Dale Mabry Highway, Suite 134, Tampa, FL 33618, and the street address of the principal office of the Company is 13902 N. Dale Mabry Highway, Suite 134, Tampa, FL 33618. These addresses may be changed from time to time as provided in the Operating Agreement.
 5. **Registered Agent.** The initial registered agent in Florida for the Company is Dr. Ruth Gettes, and the initial registered office is located at 13902 N. Dale Mabry Highway, Suite 134, Tampa, FL 33618.
 6. **Management by Member(s).** This Company shall be member-managed, and as such, the management and control of the business and affairs of the Company shall be vested in the members in accordance with these Articles of Organization, F.S. Section 608.422 of the Act, and the Operating Agreement adopted by this Company. Each member of this Company shall also be a managing member of this Company.
- Nothing herein shall be construed to prohibit or restrict the delegation of a Member's power and/or authority to manage and/or control the business and/or affairs of Company, as provided in Section 608.4236, Florida Statutes, to one or more other persons as officers, directors, agents or a board of managing members as provided in the Operating Agreement or in any separate writing, such as a management agreement.
7. **Members and Managing Members.** The Company may have one (1) or more Members, but shall always have at least one (1) Member. The names and

H11000163368 3

addresses of the initial Member(s) and initial Managing Members of the Company is/are as follows:

Dr. Ruth Gettes 13902 N. Dale Mabry Highway, Suite 134,
Tampa, FL 33618

8. Quorum and Voting of Members. Unless otherwise required by Florida law, the presence of members, holding a majority in interest of the Members, shall constitute a quorum of the Members for the transaction of business.

If a quorum is present, the decision of a majority in interest of the Members of the Company shall be controlling, and shall be the act and decision of the Members. The majority in interest of the Members may also act via the written consent, without a meeting, of a majority in interest of the Members in accordance with the Act or the Operating Agreement. If a quorum is not represented at any meeting of the members, the meeting may be adjourned for a period not to exceed thirty (30) calendar days.

The "majority in interest of the Members" shall, unless otherwise provided in the these Articles of Organization, mean the Members who have the right to participate in the management of the Company and who own more than fifty percent (50%) of the then-current percentage interest in the profits of the Company.

9. Admission of New Members. Except as otherwise set forth in the Operating Agreement, no additional Members shall be admitted to the company except with the unanimous written consent of all the Members of the Company and on such terms and conditions as shall be determined by all the Members.

10. Operating Agreement. The Operating Agreement for the Company may contain any provision(s) allowed by the Act or law, including without limitation any provisions for the operation, regulation, management and conduct of the business and affairs of the Company which are not deemed invalid and/or prohibited by law, and which are not in conflict with these Articles of Organization. In the event of any conflict between the terms and provisions of the Act and these Articles of Organization, these Articles of Organization shall govern and control except to the extent such term or provision is prohibited, or deemed invalid, by the Act.

11. Compensation of Managing Members. The Member(s) shall have the authority to determine and set the compensation of all of the Managing Members of the Company, and no Member shall be disqualified from voting on such compensation by virtue of also being a Managing Member of the Company.

12. Amendments to These Articles of Organization. These Articles of Organization may only be amended or modified with the vote, or written consent without a meeting, of all of the Members.

13. Continuity of Business. On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member, or on the occurrence of any other event that terminates the continued membership of a Member in the Company, or upon any other event that, under the Act, would result in dissolution of the Company, the business of

H11000163368 3

the Company may be continued and the Company will not be dissolved without the prior written consent of all the remaining Members of the Company.

14. Indemnification. Except as may be otherwise expressly provided in the Operating Agreement, the Company shall indemnify any Member, or former Member, to the fullest extent permitted under the Act.

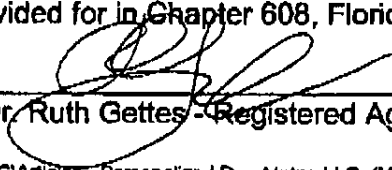
Executed on this 15th day of June, 2011.

By: 

Dr. Ruth Gettes, Member

Registered Agent Acceptance

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 as provided for in Chapter 608, Florida Statutes.


Dr. Ruth Gettes - Registered Agent

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