

# A 20371

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C. LEWIS

OCT 7 2011

EXAMINER

FOURTH AMENDMENT  
TO THE  
AMENDED AND RESTATED AGREEMENT OF  
LIMITED PARTNERSHIP OF  
MANATEE DIAGNOSTIC CENTER, LTD

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THIS Fourth Amendment to the Partnership Agreement of MANATEE DIAGNOSTIC CENTER, LTD., a Florida limited Partnership (the "Partnership"), is entered into by and among MANATEE IMAGING ASSOCIATES, INC., a Florida corporation ("MIA"), the sole General Partner of the Partnership, ANGUS W. GRAHAM, JR., M.D., P.A., a Florida Professional Association ("Graham") and GRAHAM ENTERPRISES, INC., a Florida corporation ("Enterprises"), Graham and Enterprises constituting the sole and only Limited Partner of the Partnership, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) each to the other paid the receipt and sufficiency of which is hereby acknowledged.

WITNESSETH:

WHEREAS, the Partnership was formed and established as a limited partnership under the provisions of the Uniform Limited Partnership Law Act of the State of Florida by the filing of an Agreement and Certificate of Limited Partnership originally dated July 16, 1985, which was filed for record with the Department of State of the State of Florida on July 17, 1985 (the "Initial Agreement"); and

WHEREAS, the Initial Agreement was amended and restated in its entirety by Restated Agreement dated August 1, 1985 and recorded with the Florida Department of State on September 30, 1985 (the "Restated Agreement"); and

WHEREAS, the Restated Amendment and Certificate of Limited Partnership has heretofore been amended by First Amendment dated August 1, 1985, Second Amendment dated February 3, 2000 and Third Amendment dated January 30, 2003; and

WHEREAS, the Partners now wish to further amend the Restated Agreement in certain respects.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Subparagraph (a) of Paragraph 7 entitled "Allocation of Profits and Losses" is hereby deleted in its entirety and the following inserted in place and stead thereof:

"(a) Allocation of Profits and Losses. All profits and losses, including those arising from a major Capital Event, all items of income and expenses entering into the determination of such profits or losses, all tax credits (including but not limited to, invest tax credits) shall be allocated among the Partners in accordance with respect to Proportionate Share."

2. Subparagraph (b) of Paragraph 7 entitled "Distribution of Net Cash Flow" is hereby deleted and the following inserted in place and stead thereof:

"(b) Distribution of Net Cash Flow. Net cash flow, if any, shall be allocated and distributed among the Partners in accordance with their respective Proportionate Shares. The Partnership shall make an Annual Required Minimum Distribution among the Partners in an amount of no less than Three Hundred Thousand and No/100 Dollars (\$300,000.00). The Annual Required Minimum Distribution may be made in periodic installments throughout a calendar year as determined by the General Partner, with the total of such distributions to be no less than the Annual Required Minimum Distribution. Notwithstanding the forgoing, if the General Partner should determine, in any particular year, that the Annual Required Minimum Distribution would (i) result in a violation of the terms of this Agreement, as they relate to the required net worth of the Partnership, (ii) would result in a violation of any terms, conditions, restrictions or covenant of any loan agreement, contract, regulation or law applicable to the Partnership, or (iii) would otherwise jeopardize the financial condition of the Partnership or impair its ability to meet its ongoing financial obligations, the amount of the Annual Required Minimum Distribution to be made by the Partnership for such year shall be reduced to an amount determined by the General Partner and the balance of such Annual Required

Minimum Distribution shall be deferred until the next successive year and shall remain an obligation of the Partnership in subsequent years until the same is paid in full. The amount of such deferral shall be accumulated and added to the distributions to be made in subsequent years. Additional distributions may be made to the Partners in such amounts and at such intervals as the General Partner shall determine, in its sole discretion."

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3. The Partnership Agreement shall be further amended by deleting Paragraph 9 in its entirety.

DATED the 27 day of Sept., 2011.

Witness Signature

THOMAS W. HARRISON

Printed Witness Name

Witness Signature

Printed Witness Name

Witness Signature

THOMAS W. HARRISON

Printed Witness Name

Witness Signature

Printed Witness Name

Witness Signature

THOMAS W. HARRISON

Printed Witness Name

Witness Signature

Printed Witness Name

MANATEE IMAGING ASSOCIATES, INC.,  
a Florida corporation

By:

Angus B. Graham, Jr., M.D., President  
Limited Partner

"MIA"

GRAHAM ENTERPRISE, INC.,  
a Florida corporation

By:

Angus B. Graham, Jr., President

"Enterprise"

ANGUS W. GRAHAM, JR., M.D.  
a Florida Professional Association

By:

Angus W. Graham, Jr., M.D., President

"Graham"