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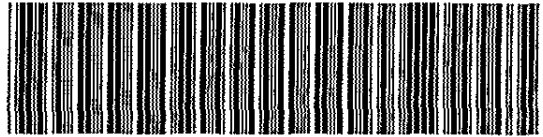
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Certificates of Status       

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04 JUN 13 PM 10:40  
FBI - TAMPA

## TRANSMITTAL LETTER

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** APEX Radiology Investments, LLC  
(Name of Limited Liability Company)

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Richard J. Kaplan, Esquire  
(Name of Person)

Richard J. Kaplan, P.A.  
(Firm/Company)

1999 University Drive, Suite 402  
(Address)

Coral Springs, Florida 33071  
(City/State and Zip Code)

For further information concerning this matter, please call:

Richard J. Kaplan at ( 954 ) 752-1732  
(Name of Person) (Area Code & Daytime Telephone Number)

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
409 E. Gaines Street  
Tallahassee, Florida 32399

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

## CERTIFICATE OF CONVERSION

Pursuant to section 608.439, Florida Statutes, the following unincorporated business entity hereby submits the attached articles of organization and this certificate of conversion to convert to a Florida limited liability company:

FIRST: The name of the unincorporated business immediately prior to filing this document was:

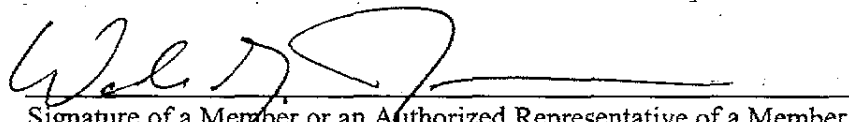
APEX Radiology Investments, LLC

SECOND: The date on which and the jurisdiction in which the unincorporated business was first created or otherwise came into being are:

- A. Date: November 14, 2002
- B. Jurisdiction: Georgia
- C. If different from the above noted jurisdiction, the jurisdiction immediately prior to its conversion: \_\_\_\_\_

THIRD: The name of the limited liability company as set forth in the attached articles of organization is:

APEX Radiology Investments, LLC



Signature of a Member or an Authorized Representative of a Member  
(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Wade M. Rome

Typed or Printed Name of Signee

### FILING FEES:

- \$100.00 Filing Fee for Articles of Organization
- \$ 25.00 Filing Fee for Registered Agent Designation
- \$ 25.00 Filing Fee for Certificate of Conversion
- \$ 30.00 Certified Copy (optional)
- \$ 5.00 Certificate of Status (optional)

(Note: Section 608.439, F.S., does not provide for a corporation to convert to a limited liability company.)

## ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

### ARTICLE I - Name:

The name of the Limited Liability Company is: APEX Radiology Investments, LLC

### ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

#### Principal Office Address:

1999 University Drive  
Suite 204, Coral Springs  
Florida, 33071

#### Mailing Address:

1999 University Drive  
Suite 204, Coral Springs  
Florida 33071

### ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

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

Wade M. Rome

Name

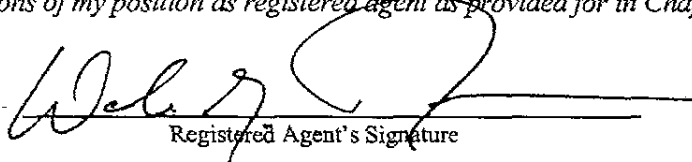
1999 University Drive, Suite 204

Florida street address (P.O. Box **NOT** acceptable)

Coral Springs FL 33071

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 as provided for in Chapter 608, F.S..*

  
Registered Agent's Signature

(CONTINUED)

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TALLAHASSEE, FLORIDA

#### **ARTICLE IV-Duration**

The company shall continue until its existence is terminated pursuant to the OPERATING AGREEMENT. Except as otherwise provided, the company shall continue indefinitely.

#### **ARTICLE V-Organizers/Initial Members**

5.1 The names, addresses, telephone numbers, and initial ownership percentages of the organizers are as follows:

<b>APEX Radiology, Inc. A Florida Corporation 1999 University Drive, Suite 204 Coral Springs, FL 33071 Telephone: (954) 345-1161</b>	<b>98% initial ownership</b>
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<b>Robert Thomas III P.O. Box 1095 Thomasville, GA 31779 Telephone: (229) 226-1011</b>	<b>1% initial ownership</b>
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<b>Wade Rome 1999 University Drive, Ste 204 Coral Springs, FL 33071-6068 Telephone: (954) 345-2262</b>	<b>1% initial ownership</b>
--	-----------------------------

5.2 The initial Members and their initial percentages of ownership interest of the initial Members are reflected hereinabove. The future composition and ownership percentages will be more fully reflected in the minutes of the Member meetings or in an OPERATING AGREEMENT without amending these Articles.

5.3 For convenience, the initial Members may be referred to as "partners." However, they are not general partners but are Members of a limited liability company.

#### **ARTICLE VI-Management**

6.1 Members' Collective Authority to Manage or Bind Company: The Members, collectively, shall have the right and authority to manage the affairs of the Company and to make all decisions with respect thereto, having votes weighted in accordance with their ownership interests in the Company, and to direct the Operating Manager.

6.2 Member Actions: Unless otherwise provided in a written OPERATING AGREEMENT, members or non-members may be delegated from time to time as managers or attorneys-in fact to act for the Company for limited times or purposes and, when so designated, the designation or removal shall be in a signed writing reflecting the approval of the members and specifying the nature of the designation;

6.2.1 Such designees need not be members of the company or natural persons; and

6.2.2 Unless they have been earlier removed or have earlier resigned, shall be empowered but only to the extent evidenced in the written designation or these Articles.

6.3 Member Powers to Act and Sign: The Members, apart from the manager, may act in any matter by executing any document themselves and affirming it has been executed by one or more Members who are taking action for the Company only after the action has been approved by Members holding at least 66.67% of the ownership interest in the Company.

6.4 Appointment of Operating Manager and Attorney-in-Fact: Management of the business and affairs of the limited liability Company shall initially be vested in Apex Radiology Inc. (ARI), designated as initial Operating Manager by the unanimous consent of the Members, subject to the provisions of these articles of organization and provisions of any written OPERATING AGREEMENT, should one be executed.

6.5 ARI's Authority: ARI shall, unless or until removed or replaced or until its authority is limited in writing by a 66.67% vote of the members, serve as Operating Manager and Attorney-in-Fact for the Company with full authority to act and to execute all legal documents in behalf of the Company except to the extent expressly limited by the Members in a signed writing delivered to a third party known to be dealing with the Company, and except that the acts described in Article VIII below require unanimous written approval of the members.

6.6 Member Powers to Limit: The Members, by 66.67% majority vote, have authority to revoke, alter or limit ARI's authority by amendment of these Articles, or by a signed writing delivered to any third party (as to dealings with that party); however, no third party need inquire beyond this document as to its authority as attorney-in-fact, so long as it signs in its representative capacity and affirms that it has been duly authorized by the Members to act in its behalf in the matters at hand, and that third party has not received a writing signed by a Member or other actual notice that ARI's authority has been limited or revoked.

6.7 Manager Accountable to Members Only: As between itself and the members, ARI is to act in accordance with their instructions and in their best interest.

6.8 ARI may, in its discretion, hire and fire, delegate or appoint subagents, employees, and others to act for the Company in its day-to-day operations.

6.9 Other Managers: Although no person need question or inquire into the authority of ARI as initial Operating Manager and Attorney-in-Fact of the Company, the authority of any other person claiming to act as manager or attorney in fact should be evidenced by a writing signed by the members. In the event other managing members are elected or appointed, their authority may be limited as provided in the OPERATING AGREEMENT or other document defining their appointment.

## **ARTICLE VII-Indemnification**

Subject to Florida Statute, and the provisions of the written OPERATING AGREEMENT, the Company shall indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever arising in connection with the Company except for intentional misconduct, knowing violation of the law, or conduct resulting in a direct personal benefit in violation of the OPERATING AGREEMENT.

## **ARTICLE VIII-Approval Rights of Members**

8.1 Except as otherwise provided in a written OPERATING AGREEMENT, the majority vote or consent of at least 66.67% of the members shall be required to approve the matters set forth below:

8.1.1 The dissolution of the limited liability company.

8.1.2 The merger of the limited liability company;

8.1.3 The sale, exchange, lease, or other transfer of all or substantially all of the assets of the limited liability company. (For the purposes of this paragraph, assets shall be deemed to be less than all or substantially all of a limited liability company's assets if the value of the assets does not exceed two-thirds of the value of all of the assets of the limited liability company and the revenues represented or produced by such assets do not exceed two-thirds of the total revenues of the limited liability company; provided, however, that this paragraph shall not create any inference that the sale, exchange, lease, or other transfer of assets exceeding the amounts described in this paragraph is the sale of all or substantially all of the assets of the limited liability company);

8.1.4 The admission of any new member of the limited liability company;

8.1.5 An amendment to the articles of organization under Florida Statute or an amendment to a written OPERATING AGREEMENT;

8.1.6 Actions to reduce or eliminate an obligation to make a contribution to the capital of the limited liability company;

8.1.7 Action to approve a distribution;

8.1.8 Action to continue a limited liability company;

8.1.9 Action to borrow money, pledge Company assets as security for debt, to sell and convey real property, or to buy real property.

## **ARTICLE IX-OPERATING AGREEMENT**

9.1 Articles to Act as Initial OPERATING AGREEMENT; In absence of a separate OPERATING AGREEMENT, or until a separate OPERATING AGREEMENT is signed by all members, the Company shall be governed only by these Articles of Organization, including the following special operating provisions:

9.1.1 These Articles, when ratified in writing by all Members, shall constitute the initial OPERATING AGREEMENT.

9.1.2 The Company shall be managed by Apex Radiology, Inc. as Operating Manager and Attorney-in-Fact. It may open bank accounts, sign checks, make withdrawals, pay taxes and bills, issue invoices, collect debts, negotiate and enter into contracts, enforce debts, distribute profits, and generally handle all the day-to-day operations of the Company without need for meetings or for signatures by others.

9.1.3 The Company shall be deemed to have commenced operating upon filing of these

Articles of Organization with the Secretary of State of Florida.

9.1.4 The initial assets of the Company are cash and property contributed by the Members for startup costs and for the funding of capital expenditures, operating expenses, and other assets desired by the Company.

9.1.5 Apex Radiology, Inc., as Operating Manager, and each Member may recover his or her out-of-pocket costs including those of travel, telephone calls, and copies incurred in good faith while acting for the Company. The Operating Manager shall receive such compensation as voted and agreed by 66.67% of the Members.

9.1.6 The Company will indemnify each Member and its Operating Manager from any personal liability for good faith actions.

9.1.7 The Operating Manager shall report at least quarterly to the Members on the State of the Company, and the Members shall meet at least annually to conduct Company business.

9.1.8 In the event the Members fail to agree on any matter, a 66.67% vote shall control.

9.1.9 Any Member may call a meeting after giving reasonable notice to the others.

9.1.10 Meetings may be held anywhere the Members all agree. In absence of contrary agreement, they shall be held at 1999 University Drive, Suite 204, Coral Springs, Florida 33071.

9.1.11 Each initial Member has provided its consideration for the formation of this Company.

9.1.12 The Manager shall keep membership accounts in the manner customarily kept for Members as membership or as partnership accounts in a limited liability company having multiple members.

9.1.13 The Operating Manager shall keep the books of account and all other books and records of the Company and provide necessary information to each Member in sufficient time and quality to allow each Member to file all necessary tax returns in a timely manner.

9.2 ~~Other OPERATING AGREEMENT(s)~~: The Members reserve the right to enter into and execute one (1) or more OPERATING AGREEMENTs to further define their relationship, to give direction to or remove, replace or limit the authority of the Operating Manager, or to take any other action provided however, that any such agreement must be evidenced by a writing signed by Members holding at least 66.67% ownership interest in the Company after notice to all members and reasonable opportunity for all Members to review and comment either personally or in writing on the proposal or proposed OPERATING AGREEMENT. Any OPERATING AGREEMENT or power of attorney or other delegation of authority to a Member or nonmember manager must be in writing and signed.

9.3 Amendment to OPERATING AGREEMENT: Any amendments to any OPERATING AGREEMENT shall be adopted in the manner provided in that OPERATING AGREEMENT or, if none is provided, then in the manner prescribed for adoption of any OPERATING AGREEMENT.

#### **ARTICLE X-Purpose**

10.1 The Company is organized for profit and for any lawful purpose or purposes not specifically



prohibited to limited liability companies under the laws of the State of Florida, including but not limited to the purposes stated herein.

10.2 The Company was formed as a limited liability company to provide, initially, a vehicle for its members to engage in the business of providing mobile radiology services, engage in such other ventures as management deems prudent and to have the legal benefits of limited personal liability accorded by operating as a limited liability company.

IN WITNESS WHEREOF, the undersigned execute these Articles of Organization this 17  
day of DEC 2003

APEX RADIOLOGY, INC.,  
a Florida Corporation

By:

WADE M. ROME, Pres.  
Member

WADE M. ROME, Member

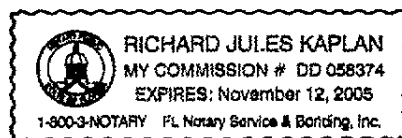
(In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Witness

STATE OF FLORIDA  
COUNTY OF BROWARD

Sworn to and subscribed before me by WADE M. ROME, President of Apex Radiology, Inc., this  
17 day of DEC, 2003.

NOTARY PUBLIC-State of Florida



100% Personally known to me

IN WITNESS WHEREOF, the undersigned execute these Articles of Organization this 6  
day of JAN 2004.

Robert Thomas III  
ROBERT THOMAS III, Member

(In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Pam Bowe

Witness

STATE OF  
COUNTY OF

Sworn to and subscribed before me by ROBERT THOMAS III, Member, this 6th day of  
January, 2004.

Susan S. Newberry  
NOTARY PUBLIC-State of

