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### **COVER LETTER**

TO: Registration Section Division of Corporations				
Liberty Dia	ignostics, L.L.C.	•		
SUBJECT:	Name of Lin	nited Liability Company	<del></del>	
The enclosed Articles of	Amendment and fee(s) are sub	omitted for filing.		
Please return all correspo	ondence concerning this matter	to the following:		
	Victor L. Chapman			
Name of Person		Name of Person		
	Barrett, Chapman & Ruta,	PA		
Firm/Company				
	18 Wall Street			
	<del> </del>	Address		
Orlando, Florida 32801				
	<del> </del>	City/State and Zip Code	<del>- i</del>	
	victor@berlaw.net		: - · · · · · · · · · · · · · · · · · ·	
	E-mail address: (	to be used for future annual report notification)		
For further information of	concerning this matter, please c	all:	t <sub>i</sub> z	
Victor L. Chapman		407 257-2394 at ( )	Γ	
Name of Person		Area Code Daytime Telephone No	uniber	
Enclosed is a check for the	he following amount:			
■ \$25.00 Filing Fee	☐ \$30.00 Filing Fee & Certificate of Status	Certified Copy Cer (additional copy is enclosed) Cer	00 Filing Fee, tificate of Status & tified Copy itional copy is enclosed)	
Mailing Address: Registration Section		Street Address: Registration Section		
Division of Corporations		Division of Corporations		
P.O. Box 6327		The Centre of Tallahassee		
Tallahassee, FL 32314		2415 N. Monroe Street, Su	ite 810	

Tallahassee, FL 32303

## SEVENTH AMENDED AND RESTATED ARTICLES OF ORGANIZATION OF LIBERTY DIAGNOSTICS, L.L.C.

The undersigned, for the purpose of maintaining a limited liability company under the Florida Limited Liability Act, F.S. Chapter 605.0202, hereby makes, acknowledges and files the following Seventh Amended and Restated Articles of Organization. The original Articles of Organization were filed on November 14, 2005 and were subsequently amended and filed on August 28, 2008, October 14, 2009, January 21, 2014, February 1, 2014, January 22, 2015 and April 23, 2021.

#### **ARTICLE I - NAME**

The name of the limited liability company (the "Company") shall be Liberty Diagnostics, L.L.C.

#### **ARTICLE 11 - DURATION**

The limited liability company shall have perpetual duration.

#### ARTICLE III - PRINCIPAL PLACE OF BUSINESS AND ADDRESS

The principal place of business and the street and mailing address of the Company shall be 3700 Dohnavur Drive, Zellwood, Florida 32798.

#### ARTICLE IV - PURPOSES AND POWERS

The general purpose for which the Company is organized is to transact any lawful business for which a limited liability company may be organized under the laws of the State of Florida in connection therewith. The Company shall have all the powers granted to a limited liability company under the laws of the State of Florida.

#### ARTICLE V - REGISTERED OFFICE AND AGENT

The name and address of the registered agent of the Company in the State of Florida is Victor L. Chapman of Barrett, Chapman & Ruta, P.A., located at 18 Wall Street, Orlando, FL 32801

#### <u>ARTICLE VI – MANAGEMENT</u>

The Company shall be managed by three (3) managers (the "Managers"). The Managers shall be George Dubose as President, Charles Allen as Vice-President of Architecture and Donald Snell as Vice-President of Engineering. The signatures of the Managers of the Company signing on behalf of the Company may be relied on as sufficient evidence of the action of the Company and that such action has been authorized by the consent of the Members as provided in this Article VI and in the Seventh Amended and Restated Operating Agreement with an effective date of October 1, 2022.

The authority to execute any contracts, thereby binding the Company, shall be exclusively reserved to George DuBose, subject to the restrictions stated in the Seventh Amended and Restated.

Operating Agreement, with an effective date of October 1, 2022, or as may be amended thereafter.

Further, managerial authority and responsibilities are as follows:

- (a) George DuBose shall have the sole responsibility for the following:
- (i) facilitating and effectuating construction contracts approved by George Dubose as provided for in Article 3.6(b) of the Seventh Amended and Restated Operating Agreement;
- (ii) preparing, reviewing, and delivering all construction related documents, including but not limited to: all final construction documents and instruments of service, including drawings, specifications, plans, reports, or other papers or documents involving the practice or delivery of construction services;

- (iii) supervising, managing, and overseeing all construction services undertaken by the Company.
  - (b) The Vice President of Architectural Services shall have the sole responsibility for the following:
- (i) facilitating and effectuating architectural services contracts approved by George DuBose as provided for in Article 3.6(b) of the Seventh Amended and Restated Operating Agreement;
- (ii) preparing, reviewing, and delivering all architecturally related documents, including but not limited to: all final construction documents and instruments of service, including drawings, specifications, plans, reports, or other papers or documents involving the practice or delivery of architectural services;
- (iii) supervising, managing, and overseeing all architectural services undertaken by the Company.
  - (c) The Vice President of Engineering Services shall have the sole responsibility for the following:
- (i) facilitating and effectuating engineering services contracts approved by George
  DuBose as provided for in Article 3.6(b) of the Seventh Amended and Restated Operating

  Agreement;
- (ii) preparing, reviewing, and delivering all engineering related documents, including to but not limited to: all final construction documents and instruments of service, including drawings, specifications, plans, reports, or other papers or documents involving the practice or delivery of engineering services;

(iii) supervising, managing, and overseeing all engineering services undertaken by the Company.

#### **ARTICLE VII - OPERATING AGREEMENT**

The members of the Company have adopted an Operating Agreement setting forth all the terms, provisions, conditions and covenants by which the Company will be governed. The last such Operating Agreement adopted as of the date of these Articles is the Seventh Amended and Restated Operating Agreement with an effective date of October 1, 2022. The power to adopt, alter, amend or repeal that Operating Agreement shall be vested in the Members of the Company by unanimous written consent.

IN WITNESS WHEREOF, the undersigned, as incorporator, hereby executes these Seventh Amended Articles of Organization this 1st day of October, 2022.

Grover H Dub

STATE OF FLORIDA COUNTY OF ORANGE

Before me, the undersigned authority, an officer duly authorized to administer oaths and take acknowledgements, personally appeared GEORGE DUBOSE who [X] is personally known to me or who [ ] has produced as identification.

(SEAL)

MELANIE DOHERTY
Notary Public - State of Florida
Commission # HH 25957
My Comm. Expires Sep 19, 2024
Bonded through National Notary Assn.

#### **ACCEPTANCE**

Having been named to accept service of process for Liberty Diagnostics, L.L.C. at the place designated as stated in these Seventh Amended Articles of Organization, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the duties and obligations of Chapter 605, Florida Limited Liability Company Act.

DATED this 1st day of October 2022.

lictor Chapman, Registered Agent