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CERTIFIED FAMILY MEDIATOR

February 15, 2006

Department of State
Division of Corporations
Corporate Filings
P. O. Box 6327
Tallahassee, Florida 32301

Re: Trinity Dental Partners, L.L.C.

Dear Sir:

Enclosed please find original and three (3) copies of Articles of Organization for the captioned limited liability company along with a check in the amount of \$125.00 representing the filing fee. Please file these Articles of Organization and forward a date stamped copy to the undersigned in the self-addressed, stamped envelope provided.

Thank you for your courtesies.

Yours very truly,

MICHAEL LECHTMAN, P.A.

By Michael Lechtman
MICHAEL LECHTMAN, ESQUIRE

ML/plr
Enclosures
Corporation.ltr

FILED
FEB 20 2006
TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION OF TRINITY DENTAL PARTNERS, L.L.C.

The undersigned¹ certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. We further declare that the following Articles shall serve as the Charter and authority for the conduct of business of the limited liability company.

ARTICLE I. NAME AND PRINCIPAL PLACE OF BUSINESS

The name of the limited liability company shall be **TRINITY DENTAL PARTNERS, L.L.C.**, and its principal office shall be located at 10709 North Preserve Way, Suite 102, in the City of Miramar, County of Broward, State of Florida, but it shall have the power and authority to establish branch offices at any other place or places as the members may designate.

ARTICLE II. PURPOSES AND POWERS

In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the general nature of the business or businesses to be transacted, and which the limited liability company is authorized to transact, shall be as follows:

1. To engage in any activity or business authorized under the Florida Statutes.
2. In general, to carry on any and all incidental business; to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things set forth in these Articles to the same extent as a natural person might or could do.
3. To purchase or otherwise acquire, undertake, carry on, improve, or develop, all or any of the business, good will, rights, assets, and liabilities of any person, firm, association, or corporation carrying on any kind of business of a similar nature to that which this limited liability company is authorized to carry on, pursuant to the provisions of these Articles; and to hold, utilize, and in any manner dispose of the rights and property so acquired.
4. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or administrative subdivision, or department, and to perform and carry out, assign, cancel, or rescind any of such contracts.
5. To exercise all or any of the limited liability company powers, and to carry out all or any of the purposes, enumerated in these Articles and otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under

¹ meaning those who will also become members by the terms hereunder and the Member Investment Agreement.

contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in this capacity or under this arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest of the property and to aid, assist, or participate in any lawful enterprise in connection with or incidental to the agency, representation, or service, and to render any other service or assistance it may lawfully do under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.

6. To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers set forth in these Articles, either alone or in association with others incidental or pertaining to, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this limited liability company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers.

Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not, under Florida laws, lawfully carry on, exercise, or do.

ARTICLE III. EXERCISE OF POWERS AND MANAGEMENT

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed solely under the direction of ROBERT K. GARNER, managing member.

ARTICLE IV. MEMBERSHIP RESTRICTIONS AND CAPITAL CONTRIBUTIONS

The managing member shall have the right to admit new members solely in his discretion. Contributions required of new members shall consist of a minimum capital contribution of \$25,000.00 in exchange for a 4% interest in the profits of *TRINITY DENTAL PARTNERS, L.L.C.* At no time shall the managing member's interest in the limited liability company be less than 60%; and the combined interest of all general members shall not exceed 40% of the entire interest in the limited liability company.

A membership interest in the limited liability company may not be sold by the member for a period of two years from the date of purchase. The managing member, ROBERT K. GARNER, shall have the right of first refusal to then purchase the member's interest on mutually agreeable terms. In the event the managing member does not exercise this right of first refusal, then all other members

shall have the right to purchase the selling member's interest on a prorated basis. For example, if a selling member owns a 4% interest, and there are four remaining members (including the managing member), then each member shall have the right to purchase 1% of the selling member's share. A selling member's interest may be sold to a third party on the open market only upon the approval in writing of the managing member.

On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, the above purchase scheme shall come into effect.

ARTICLE V. PROFITS AND LOSSES

(a) *Profit Sharing.* The members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after the payment of the expenses of conducting the business of the limited liability company. The members agree that no more than 15% of the L.L.C.'s profits shall be utilized for research and development unless otherwise agreed to by a majority of the members in writing. Each member shall be entitled to a share of the profits equal to his percentage of ownership interest in the limited liability company. The distributive share of the profits shall be determined and paid to the members each year on the anniversary date of the commencement of business of the limited liability company, the month and day of the commencement date being February 15, 2006.

(b) *Losses.* All losses that occur in the operation of the limited liability company business shall be paid out of the capital of the limited liability company and the profits of the business, or, if these sources are insufficient to cover such losses, then only the managing member, ROBERT K. GARNER, shall be responsible for such additional losses. None of the non-managing members of the limited liability company shall be liable for any such additional losses.

ARTICLE VI. DURATION

This limited liability company shall exist until dissolved in a manner provided by law, or as provided in the regulations adopted by the managing member.

ARTICLE VII. INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the limited liability company is 10709 North Preserve Way, Suite 102, City of Miramar, County of Broward, State of Florida, and the name of the company's initial registered agent at that address is ROBERT K. GARNER.

The undersigned, being the original member of the limited liability company, certifies that this instrument constitutes the proposed Articles of Organization of ***TRINITY DENTAL PARTNERS, L.L.C.***

Executed by the undersigned at 10709 North Preserve Way, Suite 102, City of Miramar,
County of Broward, State of Florida, on the 15th day of February,
2006.

TRINITY DENTAL PARTNERS, L.L.C.
a Florida Limited Liability Company

By 
ROBERT K. GARNER

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FIDELITY & FLORIDA