

W08000047569

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

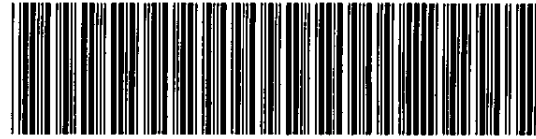
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



200128920792

05/12/08--01032--016 \*\*155.00

FILED

08 MAY 12 AM 11:35

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

DA Thomas MAY 13 2008

**Tk** **Trenam Kemker**  
ATTORNEYS

Please Reply to:  
St. Petersburg, FL  
lammons@trenam.com

May 7, 2008

Registration Section  
Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

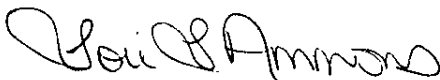
Re: Articles of Organization –West Coast Musculoskeletal Institute, P.L.

Dear Sir or Madam:

I am enclosing the Articles of Organization of West Coast Musculoskeletal Institute, P.L. for with the Secretary of State. Please file upon receipt. Also enclosed is Check No. 120 for \$15,000, which amount represents the filing fee and certified copy fee. Please send the certified copy to our mailing address.

If you have any questions, please call me.

Sincerely,



Lori L. Ammons  
Legal Assistant

cc: Daniel Moynihan, M.D. (w/o enclosures)

Enclosures (2)

FILED  
08 MAY 12 AM 11:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Department of State -Articles of Organization/Moynihan-2512683v1

101 E. Kennedy Boulevard, Suite 2700  
Tampa, Florida 33602  
Tel: (813) 223-7474  
Fax: (813) 229-6553

[www.trenam.com](http://www.trenam.com)

200 Central Avenue, Suite 1600  
St. Petersburg, Florida 33701  
Tel: (727) 896-7171  
Fax: (727) 822-8048

**ARTICLES OF ORGANIZATION  
of  
WEST COAST MUSCULOSKELETAL INSTITUTE, P.L.**

The undersigned, as a "Member," desiring to form a limited liability company under and pursuant to the Florida Professional Corporation and Limited Liability Company Act, Chapter 621 Florida Statutes, does hereby adopt the following Articles of Organization:

**ARTICLE I.  
NAME**

The name of the limited liability company is **West Coast Musculoskeletal Institute, P.L.** (the "Company").

**ARTICLE II.  
ADDRESS**

The Company's initial principal street and mailing address is 7211 Hiawatha Parkway, Spring Hill, FL 34606.

**ARTICLE III.  
REGISTERED OFFICE AND REGISTERED AGENT**

The name and address of the initial Registered Agent of the Company to accept service of process within this state are:

Name: Raymond P. Virgilio, CPA

Address: Campbell & Virgilio  
7211 Hiawatha Parkway, Spring Hill, FL 34606

**ARTICLE IV.  
DURATION AND CONTINUATION**

The duration of the Company commences upon filing these Articles. The Company shall have perpetual existence. 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 will not cause dissolution of the Company, and the remaining Member(s) have the right to continue the business of the Company, such to the provision of these Articles and applicable law.

**ARTICLE V.  
PURPOSE**

The purpose for which the Company is being formed is to engage in the practice of

**FILED**  
08 MAY 12 AM 11:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

medicine, and each of its subspecialties, without limitation, through one or more physicians licensed under Florida Statutes Chapters 458 or 459, or other applicable law. The services of physicians are referred to as "professional services."

## ARTICLE VI. MEMBERS AND DISQUALIFIED MEMBERS

A. Persons who have interests in the capital of the Company are referred to herein as "Members." The interests of a Member in the Company are referred to as "Shares."

B. Additional Members may be admitted upon the approval of the Members of the Company in the manner set forth in the "Operating Agreement" between the Company and its Members or as otherwise agreed by all of the Members; however, no one may be admitted as a Member unless such person is a physician licensed to practice medicine in Florida under chapters 458 or 459, or their successor chapters.

C. No transfer of a Member's Shares shall be permitted except in accordance with the Operating Agreement and applicable law.

D. If a physician, who has been rendering professional services to the public in the State of Florida, becomes legally disqualified to render such professional services within the State of Florida or accepts employment that, pursuant to existing law, places restrictions or limitations upon a person's continued rendering of such professional services (each a **Disqualification Event**), the person (the **Disqualified Person**) shall sever all employment with, and financial interests in, the Company forthwith.

E. In the event a Member becomes a Disqualified Person, the Disqualified Person's Shares in the Company are redeemed and shall be deemed to have been redeemed and cancelled effective as of the Disqualification Event. No Shares held by the Member who is a Disqualified Person shall be considered outstanding upon and after the Disqualification Event, the Disqualified Person who is a Member shall not be entitled to vote or participate in any Company or Member action and shall cease to be a Member, manager, employee, officer, or director, of the Company immediately effective as of the Disqualification Event, and the sole right and entitlement of the Member who is a Disqualified Person shall be to receive the Redemption Price for the Member's shares (the **Redeemed Shares**).

F. The Redemption Price for the Redeemed Shares shall be as set forth in the Operating Agreement or other Members' agreement, if any, and if not, by mutual agreement or, if no such agreement can be reached within a reasonable time under the circumstances (and any event within thirty (30) days), then by arbitration in accordance with the Florida Arbitration Code. Any delay in the determination of the price shall not constitute grounds for the Member who is Disqualified Person to continue as a Member and his or her status shall be that solely of a creditor.

FILED  
08 MAY 12 AM 11:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

G. The Redemption Price for the Redeemed Shares shall be paid in accordance with the provisions of the applicable Operating Agreement or Members' agreement, if any, and if not, at the election of the Company, shall be paid in cash or in not more than sixty (60) monthly installments of principal and interest with interest computed at the Applicable Federal Rate. The closing shall occur within thirty (30) days after the Company first acquires actual knowledge of the Disqualification Event or, if later, within five (5) days after determination of the Redemption Price by arbitration if submitted to arbitration.

H. Provided, however, if the sole Member of this Company is or becomes a Disqualified Person the Company shall promptly amend these articles or take such other legal action as shall be necessary or appropriate to cause the company to change its business purpose from the rendering of professional service to provide for any other lawful purpose by amending its articles of incorporation in the manner required for an original incorporation under Chapter 608, Florida Statutes, the Company shall be removed from the provisions of Chapter 621, Florida Statutes, including, but not limited to, the right to practice a profession.

I. If at the time a Member becomes a Disqualified Person, the Company provides professional liability insurance, upon the Disqualification Event, the Member who has become a Disqualified Person shall promptly provide an extended coverage endorsement ("tail coverage") in regard to the Member's professional liability insurance policy then in effect, with the same coverage limits and for a period of not less than four years, or if less the maximum period available under the professional liability insurance policy then in effect.

J. Upon an failure of the Member to provide the Company with a valid and binding certificate of tail coverage from the insurer, the Company may, in the discretion of a majority vote of its Member(s) who are not Disqualified Persons, purchase such coverage and offset the premium therefore against the Redemption Price, to the extent of the Redemption Price, with the Member remaining liable for any excess premium.

## **ARTICLE VII. MANAGEMENT**

The Company is a manager-managed company.

## **ARTICLE VIII. EMERGENCY REGULATIONS**

The power to adopt, alter, amend, or repeal the Operating Agreement is vested in the Members of the Company. However, the Manager(s) may adopt emergency "Emergency Regulations," provided no such Regulations shall change the procedures for calling Member or Manager meetings, setting quorum requirements or designating substitute or additional Managers.

FILED  
08 MAY 12 AM 11:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLE IX  
VOTING OF MEMBERS**

The voting rights of Members may be specified in the Operating Agreement. Members may have voting or non-voting Shares.

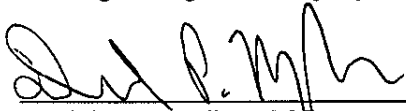
**ARTICLE X.  
CAPITAL ACCOUNTS OF MEMBERS**

Each Member of the Company shall maintain a capital account in accordance with the Operating Agreement and applicable law.

**ARTICLE XI.  
PROFITS AND LOSSES**

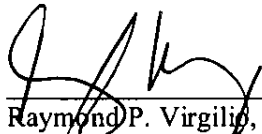
Except as otherwise provided in the Operating Agreement, profits, losses, and credits shall be allocated among Members in the ratios of their respective Shares.

IN WITNESS WHEREOF, the undersigned, has hereunto signed these Articles as of the \_\_\_\_ day of April, 2008 for the purpose of organizing this Company under the laws of the State of Florida.

  
\_\_\_\_\_  
Daniel P. Moynihan, M.D.

**ACKNOWLEDGMENT**

Having been named to accept service of process for the above-stated Company, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office. April 15, 2008.

  
\_\_\_\_\_  
Raymond P. Virgilio, CPA

FILED  
08 MAY 12 AM 11:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA