

L130000035874

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

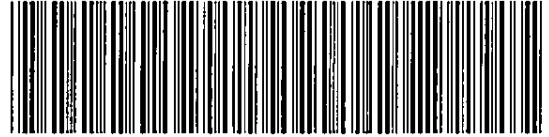
(Business Entity Name)

(Document Number)

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

Special Instructions to Filing Officer:

Office Use Only



000428912590

LLC Amend

FILED

2024 AUG -8 AM 9:28

CLERK OF DISTRICT COURT  
HALLAHASSEE, FLORIDA

A. RAMSEY  
AUG 9 2024

RECEIVED  
2024 AUG -8 PM 3:37  
CLERK OF DISTRICT COURT  
HALLAHASSEE, FLORIDA



CSC - Tallahassee  
1201 Hays Street  
Tallahassee, FL 32301-2607  
850-558-1500, Ext: x62969

To: Department Of State, Division Of Corporations  
From: Amanda Miller  
Ext: x62969  
Date: 08/02/24  
Order #: 1577912-1  
Re: Mammography and Ultrasound Imaging Center, PLLC  
Processing Method: Routine

TO WHOM IT MAY CONCERN:

Enclosed please find:

Amount to be deducted from our State Account: \$25.00 - FL State Account Number:  
120000000195  
auth

Please take the following action:  
File in your office on basis  
Issue Proof of Filing

A handwritten signature in cursive script, appearing to read "Amanda Miller", is written over a horizontal line.

Special Instructions:

Thank you for your assistance in this matter. If there are any problems or questions with this filing, please call our office.

## COVER LETTER

**TO: Registration Section  
Division of Corporations**

**SUBJECT:** Mammography and Ultrasound Imaging Center, PLLC

\_\_\_\_\_  
Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

Shelly Carter c/o Megan Nguyen - Legal Dpt.

\_\_\_\_\_  
Name of Person

Solis Mammography

\_\_\_\_\_  
Firm/Company

15601 Dallas Pkwy, Ste 300

\_\_\_\_\_  
Address

Addison, Texas 75001

\_\_\_\_\_  
City/State and Zip Code

shelly.larue@solismanmmo.com

\_\_\_\_\_  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Shelly Carter

469

398-4072

at (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Name of Person

\_\_\_\_\_  
Area Code

\_\_\_\_\_  
Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &  
Certificate of Status

☒ \$55.00 Filing Fee &  
Certified Copy  
(additional copy is enclosed)

☐ \$60.00 Filing Fee,  
Certificate of Status &  
Certified Copy  
(additional copy is enclosed)

**Mailing Address:**

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

**Street Address:**

Registration Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF ORGANIZATION  
OF**

**FILED**

2024 AUG -8 AM 9:28

Mammography and Ultrasound Imaging Center, PLLC

(Name of the Limited Liability Company as it now appears on our records.)  
(A Florida Limited Liability Company)

STATE OF FLORIDA  
TALLAHASSEE, FLORIDA

The Articles of Organization for this Limited Liability Company were filed on March 7, 2013 and assigned  
Florida document number L13000035874.

This amendment is submitted to amend the following:

**A. If amending name, enter the new name of the limited liability company here:**

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

**Enter new principal offices address, if applicable:**

15601 Dallas Pkwy, Ste 300

**(Principal office address MUST BE A STREET ADDRESS)**

Addison, Texas 75001

**Enter new mailing address, if applicable:**

15601 Dallas Pkwy, Ste 300

**(Mailing address MAY BE A POST OFFICE BOX)**

Addison, Texas 75001

**B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:**

Name of New Registered Agent:

Corporaton Service Company

New Registered Office Address:

1201 Hays Street

*Enter Florida street address*

Tallahassee

Florida 32327

*City*

*Zip Code*

**New Registered Agent's Signature, if changing Registered Agent:**

*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 relative 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 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.*



**If Changing Registered Agent, Signature of New Registered Agent**

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager  
AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGR/AM	Chirag Parghi, M.D.	15601 Dallas Pkwy Ste 300 Addison TX 75001	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR/AM	Judith M. Yancey, M.D.	2631-A NW 41st Street, Gainesville, FL 32606	<input type="checkbox"/> Add
			<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR/AM	John M. Elliott, M.D.	2631-A NW 41st Street, Gainesville, FL 32606	<input type="checkbox"/> Add
			<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

[illegible]

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

/s/ Chirag Parghi, M.D.

Typed or printed name of signee

## ASSIGNMENT OF MEMBERSHIP INTEREST

This Assignment of Membership Interest (this "**Assignment**") is entered into as of May 1, 2024, by and among Judy M. Yancey M.D. and John M. Elliott, M.D. (each an "**Assignor**" and together, the "**Assignors**"), and Chirag Parghi, M.D. ("**Assignee**").

### RECITALS

WHEREAS, each Assignor owns, beneficially and of record, ten (10) units of membership interest (including all voting, consent, and economic rights associated with such membership interests, each a "**Membership Interest**" and, together, the "**Membership Interests**") in Mammography and Ultrasound Imaging Center, PLLC, a Florida professional limited liability company (the "**Company**"), which Membership Interests collectively represent 100% of the issued and outstanding units of membership interests of the Company;

WHEREAS, Assignors and Assignee have entered into that certain Asset and Equity Purchase Agreement, dated May 1, 2024 (the "**Purchase Agreement**"), pursuant to which, among other things, each Assignor has agreed to sell, assign, and transfer all of his or her right, title, and interest in and to, and Assignee has agreed to accept, the Membership Interests; and

WHEREAS, in order to effect the sale, transfer, and assignment of the Membership Interests to Assignee, Assignors and Assignee are executing and delivering this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Each Assignor hereby sells, assigns, and transfers to Assignee, and Assignee hereby accepts, all of each Assignor's right, title, and interest in and to the Membership Interests, free and clear of all Liens.
2. Terms of the Purchase Agreement. This Assignment is made in accordance with, and is subject to, the terms and conditions of the Purchase Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, or limit any of the terms of the Purchase Agreement. Each Assignor and Assignee acknowledge and agree that no representations and warranties are made in this Assignment. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded by this Assignment but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
3. Definitions. All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
4. Further Assurances. Assignee and each Assignor shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances, and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.
5. Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Amendment and Modifications. This Assignment may not be amended or modified in any manner other than by a written agreement signed by the party to be charged.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

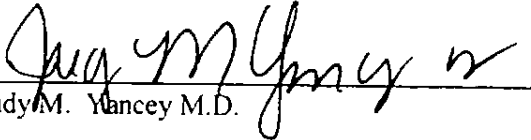
8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

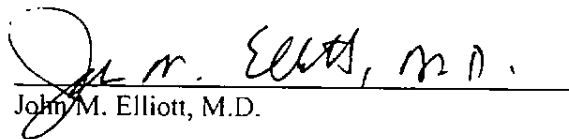
[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Assignee and each Assignor have executed this Assignment as of the date set out above.

**ASSIGNORS:**

  
Judy M. Yancey M.D.

  
John M. Elliott, M.D.

**ASSIGNEE:**

\_\_\_\_\_  
Chirag Parghi, M.D.

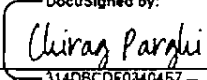
IN WITNESS WHEREOF, Assignee and each Assignor have executed this Assignment as of the date set out above.

**ASSIGNORS:**

\_\_\_\_\_  
Judy M. Yancey M.D.

\_\_\_\_\_  
John M. Elliott, M.D.

**ASSIGNEE:**

DocuSigned by:  
  
\_\_\_\_\_  
31458C0F0340457  
Chirag Parghi, M.D.

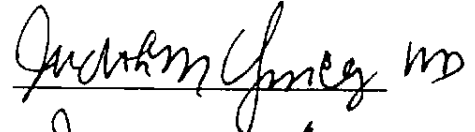
MAMMOGRAPHY AND ULTRASOUND IMAGING CENTER, PLLC  
OFFICER'S CERTIFICATE

Judith M. Yancey, MD and John M. Elliott, MD, as Authorized Representatives of Mammography and Ultrasound Imaging Center, PLLC, a Florida professional limited liability company (the "Company"), in connection with that certain Asset and Equity Purchase Agreement of even date herewith (the "Purchase Agreement"), by and among Solis Mammography of Miami, LLC, a Delaware limited liability company ("Solis"); Chirag Parghi, M.D. ("Parghi"); Company; Judith M. Yancey M.D. and John M. Elliott, M.D., as owners of Company; and Judith M. Yancey M.D., as representative of Company and the Authorized Representatives, hereby certifies to Solis and Parghi, that:

1. Judith M. Yancey, MD and John M. Elliott, MD are the duly appointed and acting Managers of the Company, and, as such, has custody of the corporate and company records of the Company. The specimen signatures set forth below are true and genuine, and Judith M. Yancey, MD and John M. Elliott, MD are duly authorized to execute and deliver on behalf of the Company all agreements, as may be necessary or appropriate in connection with the Purchase Agreement and related transaction.

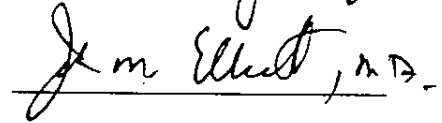
Judith M. Yancey, MD

Manager of the Company



John M. Elliott, MD

Manager of the Company



2. Attached hereto as Exhibit A is a true, correct and complete copy of the Articles of Organization of Company, and all amendments thereto, as certified by the Secretary of State of the State of Florida, which have not been amended, modified or rescinded since the date of certification thereof and remain in full force and effect on and as of the date hereof.

3. Attached hereto as Exhibit B is a true, correct and complete copy of the current Operating Agreement of Company, as in effect at all times from the date on which the resolutions referred to in paragraph 4 below were adopted to and including the date hereof, and there has been no amendment thereto other than as set forth in Exhibit B.

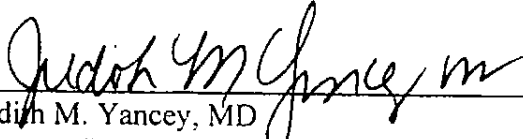
4. Attached as Exhibit C is a true, complete, and accurate copy of the Initial Resolutions of the Members, which has not been amended through the date hereof and remains in full force and effect as of the date hereof.

5. Attached as Exhibit D is a true, complete, and accurate copy of the Written Consent in Lieu of a Joint Meeting of the Members and Managers of the Company, which has not been amended through the date hereof and remains in full force and effect as of the date hereof.

6. Attached hereto as Exhibit E is a true, correct and complete copy of a good standing certificate with respect to Company from the Secretary of State of the State of Florida.

7. No dissolution proceedings with respect to the Company have been commenced or authorized.

Executed as of the 1st day of May, 2024.

  
\_\_\_\_\_  
Judith M. Yancey, MD  
Manager/Member/Authorized Individual

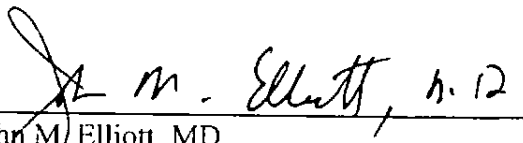
  
\_\_\_\_\_  
John M. Elliott, MD,  
Manager/Member/Authorized Individual

EXHIBIT A

Articles of Organization

[SEE ATTACHED]



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

March 14, 2013

KEVIN I DOWNEY, ATTORNEY  
2631 NW 41ST ST  
STE B-2  
GAINESVILLE, FL 32606

Re: Document Number L13000035874

The Articles of Correction for MAMMOGRAPHY ULTRASOUND IMAGING CENTER, PLLC which corrected its name to MAMMOGRAPHY AND ULTRASOUND IMAGING CENTER, PLLC, a Florida limited liability company, were filed on March 13, 2013.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration/Qualification Section.

Tammy Hampton  
Regulatory Specialist II  
Division of Corporations

Letter Number: 413A00006057

L13000035874

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

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MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_

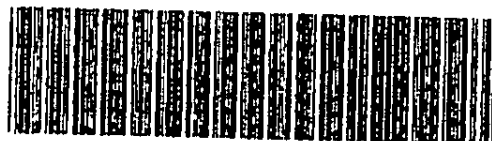
Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only

MAR 08 2013

B. KOHR



700245229907

03/07/13--01008--002 \*\*155.00

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

13 MAR - 7 PM 4:05

FILED

**Attorney Kevin Downey, P.A.**

2631 N.W. 41st STREET, SUITE D  
GAINESVILLE, FLORIDA 32606

(352) 373 - 4554

Fax: (352) 338-1229

kdowney@bellsouth.net

March 5, 2013

Florida Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida, 32314

Re: **Mammography Ultrasound Imaging Center, PLLC**

Gentlemen:

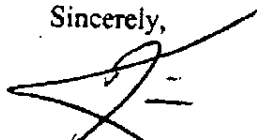
I am enclosing herewith an original and a copy of the Articles of Organization for the above named professional limited liability company. In addition, a check in the sum of \$155.00 is enclosed which represents the following fees:

Filing Fee	\$125.00
Certified Copy	<u>\$ 30.00</u>
Total	<u>\$155.00</u>

Please file the original of the enclosed Articles of Organization and return a certified copy to the undersigned.

Your prompt attention to this matter is appreciated.

Sincerely,



Kevin I. Downey

Enclosures

**FILED**  
13 MAR -7 PM 4:05  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



ARTICLES OF ORGANIZATION

OF

**Mammography Ultrasound Imaging Center, PLLC**

The undersigned person, acting hereby as Organizer for the purpose of forming a professional limited liability company under the Florida Statutes, Chapter 608 and Chapter 621, hereby executes the following Articles of Organization.

**I NAME.** The name of the professional limited liability company shall be: **Mammography Ultrasound Imaging Center, PLLC** ("Company").

**II ADDRESS.** The mailing address and street address of the principal office of the Company shall be 2631-A NW 41st Street, Gainesville, FL 32606.

**III DURATION.** The Company shall commence its existence on March 5, 2013. The Company's existence shall be perpetual, unless the Company is dissolved as provided in these Articles of Organization.

**IV REGISTERED OFFICE AND AGENT.** The name of the registered agent of the Company in the State of Florida is B. Phillip Evans, Jr., and the street address of the registered office of the Company is 2631-A NW 41st Street, Gainesville, FL 32606.

**V MEMBERSHIP.** None of the membership units of the professional limited liability company may be issued to anyone other than an individual licensed to provide professional medical services as a physician in the State of Florida.

**VI CAPITAL CONTRIBUTIONS.** The members of the Company shall contribute to the capital of the Company in cash or property. Each member shall make additional capital contributions to the Company only upon the unanimous consent of all the members.

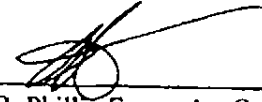
**VII ADMISSION OF NEW MEMBERS.** No additional members shall be admitted to the Company without the written consent of all the members of the Company and upon such terms and conditions as shall be determined by all the members. A member may transfer his or her interest in the Company as set forth in the regulations of the Company, but the transferee shall have no right to participate in the management of the business and affairs of the Company or become a member unless all of the members of the Company, other than the member proposing to dispose of his or her interest, approves of the proposed transfer by written consent.

**VIII TERMINATION OF EXISTENCE.** The Company shall be dissolved upon the death, bankruptcy, or dissolution of a member or manager, or upon the occurrence of any other event that terminates the continued membership of a member in the Company. However, the business of the Company may be continued by the consent of all the remaining members.

**IX. PURPOSE.** The purpose for which the Company is organized is to practice the profession of medicine within the State of Florida, and to do all things necessary and proper in connection with that practice.

**X. MANAGEMENT.** The Company shall be managed by the members in accordance with regulations adopted by the members for the management of the business and affairs of the Company. These regulations may contain any provisions for the regulation and management of the affairs of the Company not inconsistent with law or these Articles of Organization.

**IN WITNESS WHEREOF**, the undersigned organizer has executed these Articles of Organization on March 5, 2013.

  
B. Phillip Evans, Jr., Organizer

Having been named as registered agent and to accept service of process for the above stated professional limited liability company at the place designated in the foregoing Articles of Organization, 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.

Dated: March 5, 2013.


  
B. Phillip Evans, Jr., Registered Agent

EXHIBIT B

Operating Agreement

[SEE ATTACHED]

# OPERATING AGREEMENT

OF

## **Mammography and Ultrasound Imaging Center, PLLC, a Florida Limited Liability Company**

This Operating Agreement ("Agreement") is made effective June 3, 2013, by and between **Mammography and Ultrasound Imaging Center, PLLC**, a Florida professional limited liability company ("Company"), and **John M. Elliott, M.D.** ("Elliott") and **Judith M. Yancey, M.D.** ("Yancey"). Elliott and Yancey are sometimes referred to herein **individually as "Member" and collectively as "Members."**

**Whereas**, Company is a Florida professional limited liability company created pursuant to Florida Statutes Chapters 608 and 621, for the purpose of providing professional medical services;

**Whereas**, Elliott and Yancey are each a licensed physician in Florida;

**Whereas**, the undersigned Members are the owners of all of the outstanding interests of the Company; and

**Whereas**, the Members believe it to be in their best interests and in the best interest of the Company to provide for the future disposition of the Membership interests of the Company in the event of the death or other withdrawal of a Member;

**It Is Therefore Agreed**, in consideration of the promises set forth herein, as follows:

### **Article I Members' Interest in Company**

Section 1. Certificates of Membership Interest. The Company shall have the power to issue certificates of Membership interest in registered form representing ownership of an interest in the Company ("certificates").

Section 2. Member Restrictions; Registration. Membership interest in the Company may be issued or transferred only to qualified physicians, duly licensed to practice medicine in the State of Florida. All membership interest issued by the Company shall be held in the Member's

individual name, and not jointly, and the membership interest shall be so registered on the books of the Company.

Section 3. Registration. Each Member may hold his/her interest in his/her own name and the shares shall be so registered on the books of the Company.

Section 4. Transfer of Member's Interest. An interest of a Member in the Company may be transferred or assigned by: (a) transfer of a certificate, if certificates have been issued by the Company, or (b) by any manner sufficient to transfer personal property under applicable law. However, unless one hundred percent (100%) of the other Members of the Company other than the Member proposing to dispose of his/her interest approve the proposed transfer or assignment by written consent, the transferee of the interest of the Member shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee shall be entitled to receive only the share of profits or other compensation by way of income, return of contributions, and losses to which the transferor Member otherwise would be entitled.

Section 5. Endorsement on Membership Certificates. Upon the execution of this Agreement, all Membership certificates of the Company now or hereafter owned by the Members shall be endorsed as follows:

**"Transfer Subject to Restrictions in Operating Agreement  
on File with the Company."**

## **Article II Member Meetings**

Section 1. Annual Meetings. Unless otherwise decided by resolution of the Members, annual meetings of the Members shall be held on or before the fifteenth (15th) day of each December, or at any other time and place as the Members may decide by resolution and designate in the notice of the meeting.

Section 2. Special Meetings. Special meetings of the Members, for any purpose or purposes, unless prescribed by statute or by the Articles of Organization of the Company, may be held when called for by a manager or any Member.

Section 3. Place. All meetings of the Members shall be held within or without the State of Florida as shall be designated in the notice of meeting given pursuant to this Article or in a duly executed waiver of notice of the meeting.

Section 4. Notice. Whenever Members are required or authorized to take any action at a meeting, a written notice of the meeting, stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered no fewer than ten (10) nor more than sixty (60) days prior to the date set for the meeting, either by hand delivery or by first class mail, to each Member entitled to vote at the meeting. If mailed, notice shall be deemed delivered three (3) days after deposit in the United States mail addressed to the Member at his/her address as appears on the books of the Company, with first class postage prepaid. Written waiver by a Member of notice of a Members' meeting, signed by it, whether before or after the time stated on the notice, shall be equivalent to the giving of the notice.

Section 5. Member Quorum and Voting. The holders of one hundred percent (100%) of the then-outstanding contributed and not returned capital of the Company ("unanimous interest of the Members") who are entitled to vote, represented in person or by written consent, shall constitute a quorum at a meeting of Members, except as otherwise prescribed by law or by the Articles of Organization of the Company. If a quorum is present, the affirmative vote of a unanimous interest of the Members represented at the meeting and entitled to vote on the subject matter shall be the act of the Members unless otherwise provided by law, this Agreement or the Articles of Organization of the Company.

Section 6. Consents. Personal presence of a Member shall not be required, provided a written consent to or rejection of the proposed action is submitted to the manager presiding over the meeting.

Section 7 Telephonic Meeting. Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all

persons participating in the meeting can hear one another for the entire discussion of the matter(s) to be voted on. Participating in a meeting pursuant to this Section will constitute presence in person at the meeting.

Section 8     Voting Issues.     The following matters will require the unanimous consent of the Members:

- (1)     Sale of any membership interest to any third party;
- (2)     Dissolution of Company or Amendment of this Agreement;
- (3)     Borrowing funds by the Company from any source; and
- (4)     Sale of Company assets, other than in the ordinary course of business.

Section 9     Member Deadlock.

(a)     In the event of Member deadlock at anytime during the term of this Agreement where the Members in good faith cannot agree on a particular matter and a Member believes that grounds for involuntary dissolution of the Company exists, then the provisions of this Section will apply.

(b)     Prior to seeking involuntary dissolution of the Company, the Members will mediate the dispute with a certified civil mediator, and will share equally the costs of such mediation.

(c)     If mediation yields no agreement and a Member impasse persists, then the non-dissenting Members may purchase from the dissenting Member not less than all of the dissenting Member's equity interest in the Company for the purchase price determined under Article 6 below, and upon the terms set forth in Article 6 below. The non-dissenting Members must exercise this right by written notice to the dissenting Member within thirty (30) days after the mediation. Closing will then occur sixty (60) days after written notice from the non-dissenting Members to the dissenting Member.

(d) If the non-dissenting Members do not exercise this right to purchase the dissenting Member's equity in Company as provided above, then the dissenting Member will have the right, though not the obligation, to purchase from the non-dissenting Members not less than all of the non-dissenting Members' equity in the Company for the purchase price determined under Article 6 below, and upon the terms set forth in Article 6 below. The dissenting Member must exercise this right by written notice to the non-dissenting Member within thirty (30) days after expiration of the non-dissenting member's purchase option(s). In such event, closing will occur sixty (60) days after written notice from the dissenting Member to the non-dissenting Members exercising this right to purchase.

(e) All assets and proprietary interests of the Company, including without limitation the office address and premises, telephone number(s) then in use, advertisements and fictitious names, if any, then in use by the Company, will remain with the Company unless explicitly provided otherwise in a writing by the parties.

(f) If none of the Members exercises their options under this Section, then the Company will commence to liquidate its assets and dissolve under Florida law.

Section 10. Adjourned Meeting. On adjournment of a meeting, it shall not be necessary to give any notice of the adjourned meeting, provided that the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business which might have been transacted on the original date of the meeting may be transacted at the adjourned meeting.

Section 11. Action by Written Consent. Any matter on which the Members are authorized to take action under law, the Articles of Organization, or this Agreement may be taken by the Members without a meeting assembled if written consents to the action are signed by the Members entitled to vote on the action at a meeting and who hold a unanimous interest of the Members or any greater ownership interest in the Company as may be required by law, by the Articles of Organization, or by this Agreement.



### **Article III Management**

#### **Section 1.     Company Manager.**

(a)     The Company may be managed by one or more Managers. The Members may elect a Manager annually at the annual meeting of the Members, and each Manager shall serve at the pleasure of the Members. The Members may replace any Manager whom they remove with an interim Manager who shall serve until the next annual meeting of Members and until a replacement is qualified and elected. The respective offices and responsibilities of the Managers shall be determined by resolution of the Members, which may be amended from time to time solely by the Members.

(b)     The powers of the Manager may be enlarged or restricted, as set forth in the resolution of the Members; provided, however, that the Manager shall not have the right or power to do any of the following acts without a vote by the Members approving the acts:

(1)     Sell, assign, pledge, mortgage or otherwise encumber any of the property, real, personal or mixed, of the Company;

(2)     Borrow money in the name of the Company or utilize collateral owned by the Company as security for loans;

(3)     Assign, transfer, pledge, compromise or release any of the claims of or debts due the Company except on payment in full, or arbitrate or consent to the arbitration of any of the disputes or controversies between the Company and third parties;

(4)     Make, execute or deliver any assignment for the benefit of creditors, or any bond, confession or judgment, chattel mortgage, deed, guarantee, indemnity bond, surety bond, or contract to sell or contract of sale of all or substantially all of the property of the Company;

(5)     Lease or mortgage any real estate of the Company or any interest in the real estate of the Company or enter into any contract for any such purpose; or

(6) Enter any contract or incur any obligation on behalf of the Company which may be reasonably anticipated to obligate the Corporation to pay more than Five Thousand Dollars (\$5,000.00) within any twelve (12) month period.

(c) The Members shall have the authority to approve reasonable compensation of the Manager and to approve reasonable compensation for any Member for the services actually rendered to the Company. The Company may, by resolution, reimburse all Members and Managers for actual expenses incurred in attending meetings of Members.

Section 2. Transfer of Company Property. Real or personal property owned or purchased by the Company shall be held and owned, and conveyance shall be made, in the name of the Company. When authorized in accordance with Section 1 of this Article, instruments and documents providing for the acquisition, mortgage, or disposition of property of the Company shall be valid and bind the Company if they are executed by one or more managers of the Company.

Section 3. Indemnification. The Company may indemnify to the fullest extent permitted by law any person who was or is a party or has been threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is a manager of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of any other company, partnership, joint venture, trust or other enterprise.

#### **Article IV Fiscal Matters**

Section 1. Capital Account. An individual capital account will be maintained for each Member. A Member shall not be entitled to any part of his/her capital account or to receive any distribution from the Company, except as may be authorized by the Members or until the full and complete winding up and liquidation of the business and affairs of the Company. No Member shall be entitled or required to make any capital contributions to the Company other than as provided in this Agreement or in the Articles of Organization of the Company. No interest shall be paid on the initial or any subsequent capital contribution to the Company.

Section 2. Profits and Losses. An individual income account will be maintained for each Member. The net profits or net losses of the Company, after providing for the expenses of the Company, shall be distributable or chargeable, as the case may be, to each of the Members according to their proportionate interest in the Company. Profits and losses shall be credited or debited to the individual income accounts as soon as practicable after the close of each fiscal year or otherwise as may be agreed to by the Members. If there is no balance in a Member's income account, net losses shall be debited to the Member's capital accounts. If the capital account of a Member shall have been depleted by the debiting of losses, future profits allocable to that Member shall not be credited to his/her income account until the depletion in his/her capital account shall have been made up, but shall be credited to his/her capital account. After the depletion in the Member's capital account shall have been made up, the Member's subsequent share of the profits of the Company shall be credited to his/her income account.

Section 3. Loans. Any Member may, but shall not be required to, make loans to the Company in an amount, at a time, and on terms as may be approved by resolution of the Members. No loan in this manner shall be considered a contribution to capital. The Company shall not loan or advance funds to any Member, nor permit his/her assets to be encumbered to secure the obligations of a Member, without the prior written consent of each of the other Members.

Section 4. Distributions. Available cash shall be distributable to the Members in proportion to their respective membership interests.

## **Article V**

### **Financial Statements and Books**

Section 1. Books of Account. The Manager, or other person appointed by vote of the Members, shall keep adequate books of account of the Company which shall record and reflect all of the capital contributions of the Members to the Company and all of the expenses and transactions of the Company. The books of account shall be kept at the principal place of business of the Company, and each Member and his/her authorized representative shall have, at reasonable times during normal business hours, free access to and the right to inspect and, at

his/her expense, copy the books of account and all records of the Company, including a list of the names and addresses and interests owned of each of the Members. All books and records of the Company shall be kept on the basis of an annual accounting period ending on December 31st, except for the final accounting period which shall end on the dissolution or termination of the Company without reconstitution.

Section 2. Bank Accounts, Funds, and Assets. The Company's funds shall be deposited in a bank or banks as the Members deem appropriate. These funds shall be withdrawn only by the authorized persons as designated by the Members.

Section 3. Tax Returns and Reports. The Manager shall cause income tax returns and reports for the Company to be prepared and timely filed with the appropriate authorities. The Manager shall also cause to be prepared, and timely filed with appropriate federal and state regulatory and administrative bodies, all reports required to be filed with these entities under then current applicable laws, rules and regulations. Any Member shall be provided with a copy of any such report on request without expense to it.

Section 4. Reports and Financial Statements. The Manager shall provide the following reports and financial statements to the Members:

(a) Within ninety (90) days after the end of each fiscal year, (i) a balance sheet as of the end of that fiscal year, together with related statements of income, Members' equity, and changes in financial position (the balance sheet and statements to be prepared in accordance with generally accepted accounting principles and applicable law), and (ii) a report of the activity of the Company for the fiscal year;

(b) Within sixty (60) days after the end of each fiscal quarter, a report of the period containing an unaudited balance sheet, statement of income and statement of changes in financial position and a report covering the activities of the Company for the quarter; and

(c) As soon as practicable after the end of each fiscal year but not later than March 15, all information necessary for the preparation of a Member's federal income tax returns.

## **Article VI**

### **Transfers of Membership Interest**

Section 1.     Sale or Other Disposition of Interest.     Unless consented to in writing by all Members, no Member shall sell, exchange, transfer, assign, donate, or otherwise in any manner dispose of any interest in the Company now or hereafter owned by it, except in conformity with this Agreement. A purported transfer of any interest in the Company not in conformity with this Agreement shall be null and void and of no effect. This Agreement shall not be deemed to restrict a pledge or assignment of a Member's interest in the Company as collateral to secure a loan, or other hypothecation, but a sale or other realization on the collateral under such pledge or assignment shall be subject to all the provisions of this Agreement.

Section 2.     Dissolution and Continuance.     The Company shall be dissolved on the death, resignation, expulsion, bankruptcy or dissolution of a Member, or on the occurrence of any other event which terminates the continued Membership of a Member in the Company, unless the business of the Company is continued by the written consent of all the remaining Members. Continuance of the Company is further conditioned upon the purchase obligations of this Agreement.

Section 3.     Mandatory Purchase of Interest.

(a)     Purchase Upon Withdrawal.     In the event of a Member's withdrawal from the Company (defined below), if the other Members agree to continue the Company, then the other Members shall purchase, and the Terminated Member shall sell, all the interest in the Company then owned by such Member on the date of termination.

(b)     Price.     The purchase price for the interest of a Terminated Member shall be the fair market value (FMV) of such interest. The FMV of interests owned in the Company may be set on a periodic basis by unanimous vote of all of the Members, recording said value on Schedule A, attached hereto and incorporated by reference. If the value of the interest recorded on Schedule A is not more than thirty (30) days old or not less than twenty-four (24) months old, then it shall not be binding on the parties. In such event, the purchase price for the

interest of a Terminated Member shall be the FMV of such interest, determined in accordance with Section 3(c) below.

(c) Appraisal. The FMV of a Member's interest shall equal fifty percent (50%) of the value of the Company's equipment, supplies and other hard assets. If the parties cannot otherwise agree on the FMV's exact amount within thirty (30) days from the date of notice of withdrawal, then a mutually acceptable appraiser will be appointed. If the parties cannot agree on the choice of an appraiser, each party will then select a qualified appraiser who together will choose a third qualified appraiser, and the mathematical average of all appraisals will be the FMV. The appraisal submitted hereunder will be final and binding on all parties. In the event one appraiser is used, the cost of appraisal will be shared ratably by the parties. In the event three appraisers are used, the cost of appraisal will be shared equally between the Seller and Buyers.

(d) Payment.

(i) The purchase price for the interest of a Terminated Member will be paid in a timely fashion when financially feasible with no interest accruing on the unpaid principal balance. Notwithstanding the foregoing, the purchase price shall be paid to a Terminated Member in full on or before the third (3<sup>rd</sup>) anniversary of the effective date of the Member's termination of employment with the Company. This indebtedness will be evidenced by promissory notes to be delivered by the Purchaser to the Terminated Member (or, if deceased, then to the personal representative of his/her estate).

(ii) In the case of termination by death, if the purchase of interest by the surviving Members is funded in whole or in part by insurance proceeds on the life of the deceased Member, then the said purchase price shall be paid to the estate of the decedent within ten (10) days after the receipt by a surviving Member of such insurance proceeds. In the event more than one insurance policy is involved, the proceeds of each such policy shall be paid to the estate of the decedent within ten (10) days after receipt by a surviving Member of the first installment of such proceeds. In the case of non-death termination, the existing cash value of any

insurance contracts owned by a purchasing Member on the life of the Terminated Member will be applied to the purchase price, and such policies will be delivered to the Terminated Member.

(e) Execution of Instruments. At the time of closing, the Terminated Member (or, if deceased, then the personal representative of his/her estate) will execute and deliver to the purchasing Members such instruments as may reasonably be required to convey title to the subject interest to the purchasing Members, and will deliver all Membership certificates endorsed in the name of the respective purchasing Members. Also at the time of closing, each purchasing Member shall tender to the Terminated Member or his/her personal representative either full payment for the interest, or part payment with a promissory note for the balance, in accordance with subparagraph (d) above.

(f) Closing. The closing of the purchase and sale of a Membership interest will take place at the office of the Company on a date designated by the Company, which will not be more than sixty (60) days following the date of the appointment of the personal representative of a deceased Member or the withdrawal of a Member from the Company in a manner other than by death.

(g) Withdrawal Defined. For purposes of this Agreement, a Member will be deemed to have withdrawn from the Company ("Terminated Member") upon any of the following occurrences:

- (i) Death of a Member;
- (ii) Permanent disability of a Member;
- (iii) Mutual agreement of all Members;
- (iv) Unexplained absence of a Member for more than four (4) months;
- (v) Bankruptcy of Member;
- (vi) Breach of any material term of this Agreement; or
- (vii) Termination of any Member's Employment Agreement with Company.

(h) Upon the sale of a Terminated Member's equity in the Company, followed by a sale of the Company's business to a third party, the Terminated Member will receive the following percentages of an equal share of the net sales proceeds for the Company's business, based on when the sale closes after the Terminated Member's exit:

<u>Year</u>	<u>Percentage</u>
0-1	100%
1-2	80%
3-4	40%
4-5	20%

Section 4. Insurance. Each Member may purchase insurance on the life of either or both of the Member, naming Company or each member as beneficiary, in an amount sufficient to meet his/her mandatory purchase obligations under Section 3(a) of this Article in the event of a Member's death. All such policies shall be listed on Schedule B, attached hereto, and shall be subject to the terms of this Agreement. Each Member will be the sole owner of the policies purchased by it, if any, and may exercise all rights under such policies.

## **Article VII**

### **Liquidation**

On the Company's dissolution, the Members shall appoint a liquidating agent who, at the direction of the Members, will proceed to make a full and general accounting of the assets and liabilities of the Company, liquidate the assets of the Company, discharge its liabilities, and otherwise wind up the affairs of the Company. Profits and losses accruing during the course of the liquidation will continue to be allocated among the Members as set forth in Section 5 of Article IV. Upon any such liquidation, the Liquidating Agent shall promptly liquidate the affairs of the Company by discharging all debts and liabilities of the Company, and by distributing all remaining assets in cash, or in kind, or partly in cash and partly in kind, as set forth below, by the end of such taxable year, or if later, within ninety (90) days after the date of such liquidation. Any assets of the Company remaining after liquidation shall be applied as follows:

(a) First, to pay and discharge all the Company's debts and other liabilities not already satisfied;



(b) Second, to establish a reserve for contingent liabilities of the Company, if any, in an amount agreed to by the Members; and.

(c) Last, the balance to the Members in proportion to their respective positive capital accounts in accordance with Internal Revenue Service, Department of Treasury Regulations.

### **Article VIII Miscellaneous**

Section 1 Termination. This Agreement will terminate upon the bankruptcy, receivership, or dissolution of Company, or upon the mutual written consent of both Members. Notwithstanding anything to the contrary contained herein, this Agreement will be of no further force and effect only after the distribution of all sums required to be paid hereunder as a result of a specified termination.

Section 2 Notices. Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein, must be given in writing, in the case of the Company to its principal office, and in the case of any Member or personal representative to his or her residence or to such other addresses which may be designated by him or her.

Section 3 Mediation. Any controversy, dispute, or question arising out of, or in conjunction with, or in relation to this Agreement or its interpretation, performance, or nonperformance, or any breach thereof, shall be first addressed in mediation conducted by a certified civil court mediator practicing in Alachua County, Florida.

Section 4 Governing Law. This Agreement is executed and is to be performed in Florida, and shall be governed by and construed in accordance with the laws of the State of Florida.

Section 5 Binding Effect. This Agreement will be binding upon, and inure to the benefit of, the Members and Company and their heirs, personal representatives, successors, and assigns.

Section 6     Separability.     The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions hereof, and the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

Section 7     Legal Remedy Inadequate.     Each Member agrees that in the event of a breach of this Agreement by any Member, the legal remedies available to the other Member shall, at the option of the other Member, be deemed inadequate, and a Member not in breach shall be entitled to seek specific performance of this Agreement in a court of equity of competent jurisdiction.

8.8     Titles.     The titles and headings preceding the text of this Members' Agreement have been inserted solely for the convenience of reference and do not constitute a part of this Agreement or affect its meaning, interpretation, or effect.

8.9     Attorneys' Fees.     In the event of litigation under this Agreement, the prevailing party shall be entitled to an award of attorney fees and court costs from the other party.

8.10    New Members.     New members admitted to the Company will become a party to this Agreement upon executing and delivering a copy hereof to the Company or to the Manager.

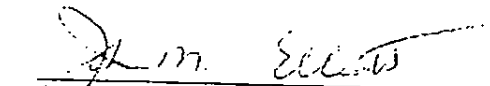
8.11    Entire Agreement.     This document contains the entire agreement of the parties. There are no representations or warranties, except as stated in this Agreement. This Agreement supersedes any prior agreement between the parties relating to the subject matter hereof, to the extent such agreements are inconsistent herewith. No waiver or modification of this Agreement shall be valid unless executed and delivered in writing with the same formalities as this Agreement, nor shall any waiver of any breach of this Agreement be deemed to apply to any subsequent breach, whether of like or whatever nature.

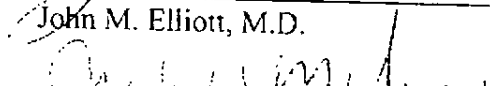
Section 8     Amendments.     This Agreement may be altered, amended, added to, or repealed by unanimous vote of the Members at any special meeting of the Members, if notice of the proposed alteration, amendment, addition, or repeal is contained in the notice of the meeting, or by a written instrument signed by the Members and the Company and filed with the

Company. This Operating Agreement is intended to govern and manage the affairs of the Company, and shall never be inconsistent with law or the Articles of Organization

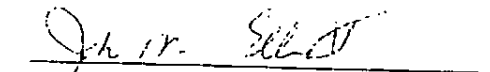
The undersigned Members certify that the preceding constitutes the Operating Agreement of **Mammography and Ultrasound Imaging Center, PLLC** as adopted by the Members effective June 3, 2013.

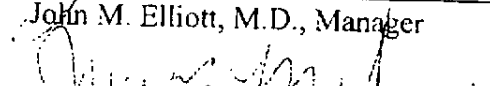
**Members:**

By:          /        /          
John M. Elliott, M.D.

By:          /        /          
Judith M. Yancey, M.D.

**Company:**

By:          /        /          
John M. Elliott, M.D., Manager

By:          /        /          
Judith M. Yancey, M.D., Manager

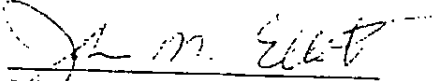
**SCHEDULE "A"**

**Fair Market Value of  
Mammography and Ultrasound Imaging Center, PLLC**

Value as of June 3, 2013

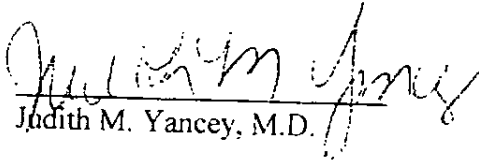
\$ \_\_\_\_\_

Members:



John M. Elliott, M.D.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date



Judith M. Yancey, M.D.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

Value as of \_\_\_\_\_, 20\_\_

\$ \_\_\_\_\_

Members:

\_\_\_\_\_  
John M. Elliott, M.D.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Judith M. Yancey, M.D.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

## SCHEDULE "B"

### Insurance Policies on Members of Mammography and Ultrasound Imaging Center, PLLC, a Florida professional limited liability company

<u>Owner</u>	<u>Insured</u> <u>Insurer</u>	<u>Policy Number</u>	<u>Amount</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

EXHIBIT C

Written Consent in Lieu of a Joint Meeting of the Members

[SEE ATTACHED]

**Mammography and Ultrasound Imaging Center, PLLC**

Written Consent In Lieu Of A  
Joint Meeting  
Of  
The Members and Managers

The undersigned, being the Members and Managers of Mammography and Ultrasound Imaging Center, PLLC hereby take and adopt the following written consent in lieu of a joint meeting of the Members and Managers, effective June 5, 2013.

**Resolved**, that the Registered Agent for the professional limited liability company, on whom service of process in the courts of the State of Florida may be served in the manner provided by law, shall be changed from B. Phillip Evans, Jr. to Judith M. Yancey, M.D., and further, that the address of the Registered Office of the professional limited liability company shall be changed to 7550 West University Avenue, Suite A, Gainesville, FL 32607.

**Resolved**, that the Manager of the professional limited liability company may sign any document to effectuate the foregoing resolution.

**Members/Managers**

By:

  
John M. Elliott, M.D.

By:

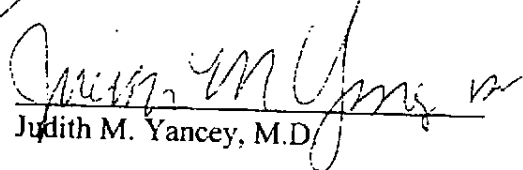
  
Judith M. Yancey, M.D.

EXHIBIT D

Initial Resolution of the Members

[SEE ATTACHED]



**Initial Resolution Of The Members**  
**Of**  
**Mammography and Ultrasound Imaging Center, PLLC**

The undersigned persons, being the Organizer and initial Members for **Mammography and Ultrasound Imaging Center, PLLC**, a Florida professional limited liability company located in Gainesville, Alachua County, Florida ("Company") hereby adopt the following initial resolutions regarding the Company.

**RESOLVED:**

1. That the Articles of Organization of this Company were properly filed effective March 7, 2013, with the Florida Department of State; that the filing fees and taxes were paid; and that a letter evidencing receipt thereof was received from the Department of State. Therefore, a copy of the Articles of Organization and of the Department of State letter shall be inserted in the minute book of the Company.

2. That, in consideration of capital contributions to the Company, a certificate of membership will be issued to the following Members in the following proportions, who will constitute the Membership of this Company:

	<u>Units</u>	<u>Percentage</u>
John M. Elliott, M.D.	10	50%
Judith M. Yancey, M.D.	10	50%
Total:	20	<u>100%</u>

3. That the Members have received the Operating Agreement for the Company ("Operating Agreement"), prepared by the counsel for the Company. The Members have read and considered the Operating Agreement section by section, and adopted them as the Operating Agreement of the Company. The Operating Agreement shall be signed by the Members and inserted in the minute book of the Company.

4. That the Members appoint John M. Elliott, M.D. and Judith M. Yancey, M.D., each as Manager of the Company, subject to the terms and limitations of Florida law, the Company's Articles of Organization, and the Operating Agreement. Each Manager will be responsible for management and operation of the Company on a day to day basis and all day to day business decisions within the scope of his authority. He may also delegate his authority as Manager to other individuals, except as provided in the Company's Operating Agreement.

5. That the Manager is directed to open an account with \_\_\_\_\_ Bank, and to deposit therein all funds of the Company. All drafts, checks, and notes of the Company payable on said account shall be made in the name of the Company, signed by the Manager or any

Member. Further, the resolution required by the bank to effect the foregoing arrangement is adopted as the action of the Members of the Company.

6. That the Manager is authorized and directed to pay in full, from corporate funds, the expense of organizing the Company, approval for payment being given to the statement of professional services rendered by counsel for the Company.

7. That the attached specimen membership unit certificate for the Company is approved and adopted as the form of the certificates of units of the Company.

8. That the seal of the Company is approved and adopted as follows:

9. That the Company's Member Employment Agreements with John M. Elliott, M.D. and Judith M. Yancey, M.D., each effective June 3, 2013, are each approved in all respects.

10. That the Manager of the Company is authorized and directed to execute and deliver, on behalf of the Company, the approved Agreements in such form with each of the Company's Members, subject to such minor changes therein as the Manager shall approve (his/her execution to be conclusive evidence that he/she approved such changes).

**Members:**

**Date**

By: John M. Elliott  
John M. Elliott, M.D.

    /    /    

By: Judith M. Yancey  
Judith M. Yancey, M.D.

    /    /    

**Organizer:**

By: B. Phillip Evans, Jr.  
B. Phillip Evans, Jr.

    /    /    

**Manager(s):**

By: John M. Elliott  
John M. Elliott, M.D.

    /    /    

By: Judith M. Yancey  
Judith M. Yancey, M.D.

    /    /

EXHIBIT E

Certificate of Good Standing – Company

[SEE ATTACHED]

# *State of Florida*

## *Department of State*

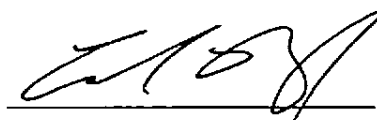
I certify from the records of this office that MAMMOGRAPHY AND ULTRASOUND IMAGING CENTER, PLLC is a limited liability company organized under the laws of the State of Florida, filed on March 7, 2013.

The document number of this limited liability company is L13000035874.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on March 13, 2024, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Nineteenth day of April, 2024*



  
*Secretary of State*

Tracking Number: 5938959317CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

## COVER LETTER

**TO: Registration Section  
Division of Corporations**

**SUBJECT:** Mammography and Ultrasound Imaging Center, PLLC

\_\_\_\_\_  
Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

Shelly Carter c/o Megan Nguyen - Legal Dpt.

\_\_\_\_\_  
Name of Person

Solis Mammography

\_\_\_\_\_  
Firm/Company

15601 Dallas Pkwy, Ste 300

\_\_\_\_\_  
Address

Addison, Texas 75001

\_\_\_\_\_  
City/State and Zip Code

shelly.larue@solismammo.com

\_\_\_\_\_  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Shelly Carter

469

398-4072

at (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Name of Person

\_\_\_\_\_  
Area Code

\_\_\_\_\_  
Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &  
Certificate of Status

☒ \$55.00 Filing Fee &  
Certified Copy  
(additional copy is enclosed)

☐ \$60.00 Filing Fee,  
Certificate of Status &  
Certified Copy  
(additional copy is enclosed)

**Mailing Address:**

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

**Street Address:**

Registration Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303